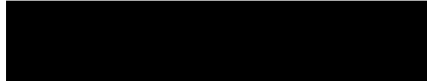


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DATED the 1st day of June **2018**

EASY MERIT HOLDINGS LIMITED

and



and

HARRIMAN PROPERTY MANAGEMENT LIMITED

**DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT**

of

**ONE HOMANTIN, 1 Sheung Foo Street, Kowloon, Hong Kong
erected on**

Kowloon Inland Lot No. 11228

**BAKER & MCKENZIE
14th Floor, Hutchison House
Hong Kong**

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THIS DEED is made on the 1st day of June 2018

BETWEEN:

- (1) **Easy Merit Holdings Limited**, whose registered office is situate at 23/F., Wheelock House, 20 Pedder Street, Central, Hong Kong (the “**First Owner**”);
- (2) [REDACTED] (the “**First Assignee**”); and
- (3) **Harriman Property Management Limited (夏利文物業管理有限公司)** whose registered office is situate at 23/F., Wheelock House, 20 Pedder Street, Central, Hong Kong (the “**Company**”).

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

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

“**Advance Payment**” means a sum equal to 2 months’ Monthly Management Fees payable for a Unit during the first Financial Year;

“**Authorized Person**” means Chan Wan Ming of P&T Architects and Engineers Ltd. of 33/F, 633 King’s Road, North Point, Hong Kong or any other authorized person as defined in Section 2(1) of the Buildings Ordinance (Cap. 123) for the time being appointed by the First Owner in his place;

“**Budget**” means, in relation to a Financial Year, the budget of the Management Expenses which is prepared and sent or (as the case may be) displayed in accordance with Clause 10.2(a) by the Manager and has not been rejected under Clause 10.2(e), including all revisions thereto made in compliance with Clause 10.2(c); and “**approval**”, when used in relation to the Budget, means the preparation and sending or (as the case may be) displaying of the budget in accordance with Clause 10.2(a) and the fact of its not being rejected under Clause 10.2(e) and “**approve**”, when used in relation to the Budget, shall be construed accordingly;

“**Building Plans**” means the plans for the Development approved by the Director of Buildings and, where required, the Director of Lands, and all approved amendments thereto;

“**Common Parts**” means all areas, systems, equipment, facilities, machinery, fixtures, fittings, Conduits or other matters in the Land:

- (a) which are intended for the common use and benefit of different Owners, occupiers, licensees or invitees of the Land or any part thereof;
- (b) as will fall within the definition of “common parts” in section 2 of the

Ordinance; or

- (c) which are from time to time designated by the First Owner to be Common Parts in accordance with Clause 14.15 of this Deed.

The expression shall include (subject to the provisions of this Deed) the matters referred to in Schedule 4 (if existing in the Development) and shall also include all those common areas of the Development which are (for identification purpose) coloured indigo, yellow, yellow hatched black, yellow cross hatched black, yellow stippled black and violet on the Plans. To avoid doubt, the expression shall include Development Common Parts, Residential Common Parts and Parking Common Parts.

To avoid doubt, the expression shall exclude any system, equipment, facility, machinery, fixture, fitting or Conduit which serves only one Unit;

“Common Parts Shares” means the Shares allocated to the Common Parts under this Deed;

“Common Utilities Deposits” means the water, electricity, gas and other utilities deposits in respect of the Common Parts;

“Conduits” includes sewers, drains, pipes, wires, cables, ducts, risers, gutters, flues, watercourses, fibres and any medium for the passage or transmission of soil, sewage, water, gas, electricity, air, smoke, information or other matters, and associated equipment and structures;

“Covered Landscape Area” means the covered landscape area in the Development which is for identification purposes shown edged with brown broken lines on the Plans;

“Decoration Deposit” means the Decoration Deposit referred to in Schedule 7, paragraph 26;

“Debris Removal Charge” means a sum equal to one month’s Monthly Management Fees payable for the Flat concerned during the first Financial Year;

“Development” means the development erected on the Land known as “ONE HOMANTIN”, 1 Sheung Foo Street, Kowloon, Hong Kong; and shall include all systems, equipment, facilities, machinery, fixtures, fittings and Conduits from time to time provided or installed therein;

“Development Common Parts” means:

- (a) those areas of the Development which are (for identification purpose) coloured indigo on the Plans (collectively the “Coloured Areas” in this definition);
- (b) all glazing, window panes, window frames, doors, door frames, louvers, louver frames and internal finishes of any Coloured Areas;
- (c) internal partitions (whether structural or load bearing or not) inside the Coloured Areas and any slab separating different parts of the Coloured Areas

and any beam or part of any beam supporting that slab;

- (d) structural or load bearing elements inside the Coloured Areas;
- (e) the inner half of any element (including ceiling or floor slab of the Coloured Areas), whether structural or load bearing or not, separating the Coloured Areas from any Flat or from any area which is coloured on the Plans as any other type of Common Parts, and any beam supporting that ceiling slab (if that element is a ceiling slab of the Coloured Areas);
- (f) any water-proofing system on the top of the floor slab of any Coloured Areas;
- (g) the Transformer Room Facilities;
- (h) the foundations of the Development; and
- (i) those Common Parts which:
 - (i) are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different Flats and Parking Spaces; or
 - (ii) do not form part of the Residential Common Parts and Parking Common Parts;

“Development Management Expenses” means all Management Expenses which:

- (a) are attributable to the Development Common Parts, or for the common benefit of the Owners, occupiers, licensees or invitees of different Flats and Parking Spaces; or
- (b) do not form part of the Residential Management Expenses and Parking Management Expenses;

“Development Rules” means rules governing the Land from time to time in force made under this Deed;

“Estimated Management Expenses” means any of the following (as the case may be):

- (a) the proposed Management Expenses set out in the approved Budget for the Financial Year in question;
- (b) if and for so long as Clause 10.2(b)(i) applies, the Management Expenses (if any) for the previous Financial Year; and
- (c) if and for so long as Clause 10.2(e) applies, the Management Expenses for the previous Financial Year, together with the additional amount permitted under Clause 10.2(e);

and the expressions “**Estimated Development Management Expenses**” and “**Estimated Residential Management Expenses**” and “**Estimated Parking Management Expenses**” shall be construed accordingly;

“**Financial Year**” means 1st January to 31st December in any year except that the first Financial Year shall start on the date of this Deed and end on:

- (a) 31st December of the same year; or
- (b) if this Deed is executed after 30th June of that year, 31st December of the next year;

or such other period as may be decided by the Manager under Clause 10.19;

“**First Assignee’s Unit**” means 47 Shares and the attached Right to Occupy Flat E, 5th Floor, Tower 1 of the Development;

“**Flat**” means a domestic unit in the Development, in respect of which the Right to Occupy belongs to the Owner of the Shares allocated to such domestic unit, including:

- (a) any balcony, utility platform, flat roof, roof or garden held with and forming part of such domestic unit, each balcony or utility platform forming part of any domestic unit is, for the purpose of identification, hatched black (in the case of a balcony) or stippled black (in the case of a utility platform) on the Plans;
- (b) railings or glass balustrades enclosing a balcony, utility platform, flat roof, roof or garden held with and forming part of such domestic unit, and such glass balustrades expressly stated on the Plans to be forming part of such domestic unit;
- (c) all glazing, window panes, window frames, doors, door frames, louvres and louvre frames and internal finishes of the domestic unit (or of any balcony, utility platform, flat roof, roof or garden held with and forming part of the domestic unit);
- (d) all sanitary appliances in the domestic unit;
- (e) the staircases and landings and stairhood, if any, inside such domestic unit;
- (f) the non-structural or non-load bearing internal partitions of such domestic unit;
- (g) all internal finishes (including plastering, paints, wallpapers) of such domestic unit (or of any balcony, utility platform, flat roof, roof or garden held with and forming part of the domestic unit) including those attached to structural or load bearing elements enclosing, adjoining or inside the domestic unit (or any balcony, utility platform, flat roof, roof or garden held with and forming part of the domestic unit), but excluding any other part of such structural or load bearing elements;

- (h) (i) the inner half of any non-structural or non-load bearing elements (including parapets) separating the domestic unit (or any balcony, utility platform, flat roof, roof or garden held with and forming part of the domestic unit) from another domestic unit (or any balcony, utility platform, flat roof, roof or garden held with and forming part of that another domestic unit);
- (ii) the inner half of parapet and finishes thereon expressly stated on the Plans to be forming part of such domestic unit; and
- (iii) the inner half of any non-structural or non-load bearing elements separating the domestic unit (or any balcony, utility platform, flat roof, roof or garden held with and forming part of the domestic unit) from any area coloured as Common Parts on the Plans, excluding any parapet the entire thickness of which has been coloured yellow on the Plans (but including the internal finishes of the flat roof or roof held with and forming part of the domestic unit on such parapet);
- (i) the slab separating a part of the domestic unit (or of any balcony, utility platform, flat roof, roof or garden held therewith and forming part thereof) from another part of that domestic unit (or of any balcony, utility platform, flat roof, roof or garden held therewith and forming part thereof), and any beam or part of any beam supporting that slab;
- (j) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively the domestic unit and/or any balcony, utility platform, flat roof, roof or garden held with and forming part of the domestic unit;
- (k) water-proofing system on the floor slab of the balcony, utility platform, flat roof, roof or garden held with and forming part of such domestic unit; and
- (l) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above;

but shall exclude (notwithstanding paragraphs (a) to (l) of this definition):

- (m) structural or load bearing elements enclosing, adjoining or inside the domestic unit (or any balcony, utility platform, flat roof, roof or garden held with and forming part of the domestic unit) other than those mentioned in paragraph (i) of this definition);
- (n) anything (save and except those referred to in paragraph (k) of this definition) forming part of any water-proofing system of the Development;
- (o) any Conduits located inside such domestic unit, or any balcony, utility platform, flat roof, roof or garden held with and forming part of the domestic unit, which do not exclusively serve the domestic unit, or any balcony, utility platform, flat roof, roof or garden held therewith, or any part thereof; and
- (p) the entire façade, all external walls (whether structural or not) and any curtain

wall forming part thereof (and the frames, glass, cast-in anchors and other components of the curtain wall system including any openable window installed therein or thereto), all external parapets of the Development, and external finishes, claddings and architectural fins, grilles, metal grilles louveres, and features thereon, if any;

“Geotechnical Guidelines” means “Geoguide 5 - Guide to Slope Maintenance” (as amended from time to time) and any other relevant geotechnical guidelines or regulations issued by the Geotechnical Engineering Office or any other Government department from time to time;

“Government” means the Government of Hong Kong and any relevant statutory authority or body;

“Green Area” means “the Green Area” as defined in Special Condition No.(3)(a)(i)(I) of the Land Grant together with the “Structures” defined in Special Condition No.(3)(a)(i)(II) of the Land Grant and all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with the Land Grant;

“Greenery Areas” means the greenery areas in the Development referred to in Special Condition No.(15)(b)(ii) of the Land Grant which are for identification purposes shown edged with green broken lines on the Plans;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Horizontal Screens / Covered Walkways” means the horizontal screens or covered walkways in the Development which are for identification purposes shown edged with red broken lines on the Plans;

“Land” means the parcel of land registered in the Land Registry as Kowloon Inland Lot No. 11228; and, where the context permits, shall include the Development thereon;

“Land Grant” means the Agreement and Conditions of Sale dated 11 July 2013 and registered in the Land Registry as Conditions of Sale No. 20198 including all amendments, variations, modifications or extensions thereof or waivers or consents or no-objections by the Government of or in relation to any provision contained therein, made or effected from time to time after the date of the Land Grant;

“Management Expenses” means the Management Expenses more particularly described in Clause 10.1;

“Management Fees Deposit” means a sum equal to 3 months’ Monthly Management Fees payable for a Unit during the first Financial Year;

“Management Funds” means all moneys held by the Manager under this Deed including payments on account of Monthly Management Fees, Advance Payments,

Management Fees Deposits, Common Utilities Deposits, Debris Removal Charges and the Special Fund;

“Management Shares” means the management shares allocated to the Units in accordance with Schedule 2;

“Manager” means the Company or any other manager from time to time appointed as manager of the Land under this Deed and, in the absence of any such appointment, the Owners’ Committee;

“Manager’s Remuneration” means the remuneration to the Manager for managing the Land under this Deed;

“Monthly Management Fees” means the monthly management fees payable by an Owner in respect of each Unit which he has the Right to Occupy, calculated in accordance with Clause 10.3(c);

“NIAR” means the Noise Impact Assessment Report in respect of the Development a copy of which is annexed to this Deed as Appendix 2;

“Noise Mitigation Measures” means the direct noise mitigation measures shown in Figure 3a-3e of the NIAR;

“Non-enclosed Areas” means the balconies in the Development, the covered areas in the Development beneath the balconies in the Development, the utility platforms in the Development or the covered areas in the Development beneath the utility platforms in the Development;

“Ordinance” means the Building Management Ordinance (Cap. 344);

“Owner” means a person who for the time being appears from the records at the Land Registry to be the owner of a Share and a registered mortgagee in possession of a Share; and for this purpose, **“registered mortgagee”** means:

- (a) a person to whom the interest of a person referred to above in the Development has been mortgaged or charged under a mortgage or charge which has been registered in the Land Registry; and
- (b) a person in whose favour a charge upon a Unit has been created by virtue of any Ordinance;

“Owners’ Committee” means a Committee of the Owners formed under Clause 12;

“Owners’ Corporation” means a corporation of Owners formed under the Ordinance;

“Parking Common Parts” means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Parking Spaces and Residential Common Parking Spaces; and shall

include:

- (a) those areas of the Development which are (for identification purpose) coloured violet on the Plans (the “**Coloured Violet Areas**” in this definition);
- (b) all glazing, window panes, window frames, doors, door frames, louvers, louver frames and internal finishes of any Coloured Violet Areas mentioned in paragraph (a) of this definition (unless coloured on the Plans as part of another type of Common Parts);
- (c) non-structural or non-loading bearing internal partitions inside the Coloured Violet Areas;
- (d) the inner half of any non-structural or non-load bearing elements separating the Coloured Violet Areas from any area which is coloured on the Plans as another type of Common Part;
- (e) any water-proofing system on the top of the floor slab of any Coloured Violet Areas;
- (f) the structural and load bearing elements of the Development which only serves or supports the Parking Spaces and/or any Coloured Violet Area; and
- (g) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above;

“**Parking Management Expenses**” means all Management Expenses which are attributable to the Parking Common Parts or for the common benefit of Owners, occupiers, licensees or invitees of different Parking Spaces and Residential Common Parking Spaces;

“**Parking Space**” means a car parking space provided under Special Condition No.(23)(a)(i) of the Land Grant or a motor cycle parking space provided under Special Condition No.(23)(c)(i) of the Land Grant in accordance with the car park layout plan referred to in Special Condition No.(29) of the Land Grant, in respect of which the Right to Occupy belongs to the Owner of the Shares allocated to such a parking space;

“**Plans**” means the plans annexed to this Deed as Appendix 1, the accuracy of which has been certified by or on behalf of the Authorized Person;

“**Recreational Facilities**” means those areas of the Development which are coloured yellow hatched black on the Plans and the recreational and sporting facilities from time to time provided in such areas for the residents in the Development and their bona fide guests and visitors, together with all facilities and areas ancillary thereto;

“**Residential Common Parts**” means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Flats; and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured yellow, yellow hatched black, yellow cross hatched black and yellow stippled black on the Plans (collectively the “Coloured Areas” in this definition);
- (b) all glazing, window panes, window frames, doors, door frames, louvers and louver frames of any Coloured Areas;
- (c) internal partitions (whether structural or load bearing or not) inside the Coloured Areas;
- (d) the inner half of any element (including ceiling or floor slab of the Coloured Areas), whether structural or load bearing or not, separating the Coloured Areas from any domestic unit in the Development (or of any balcony, utility platform, flat roof, roof or garden held with and forming part of the domestic unit) or from any area which is coloured on the Plans as another type of Common Parts, and any beam supporting that ceiling slab (if that element is a ceiling slab of the Coloured Areas);
- (e) the façade, external walls (whether structural or not) and any curtain wall forming part thereof (and the frames, glass, cast-in anchors and other components of the curtain wall system including any openable window installed therein or thereto) and external parapets of the Development (including the glazing, windows, window panes, window frames, louvers, louvers frames, external finishes, claddings and architectural fins and features thereon, if any), excluding any glazing, window panes, window frames, doors, door frames, louvers, louver frames forming part of the Development Common Parts or Parking Common Parts;
- (f) all lifts located in the Coloured Areas and associate fittings, fixtures, equipment, installations, lift shafts and lift pits of the Coloured Areas;
- (g) any water-proofing system on the top of the floor slab of any Coloured Areas;
- (h) the structural and load bearing elements of the Development which only serves or supports the Flats and/or any Coloured Area;
- (i) the loading and unloading spaces provided under Special Condition No.(24) of the Land Grant;
- (j) the Recreational Facilities;
- (k) the Greenery Areas;
- (l) the Horizontal Screens / Covered Walkways;
- (m) the Residential Common Parking Spaces;
- (n) Wider Common Corridors and Lift Lobbies; and
- (o) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits

serving exclusively any or some of the above;

“Residential Common Parking Spaces” means collectively (1) the Visitors’ Parking Spaces; and (2) the parking space coloured yellow on the Plans;

“Residential Management Expenses” means all Management Expenses which are attributable to the Residential Common Parts or for the common benefit of Owners, occupiers, licensees or invitees of different Flats;

“Right to Occupy” means the exclusive right and privilege of an Owner, vis-à-vis the other Owners, and the Manager or (as the case may be) the Owners’ Corporation as owner of the Common Parts Shares, to hold, use, occupy and enjoy a Unit attached to any Share owned by him and to receive the rents and profits arising from the Unit;

“Road” means “the Road” referred to in Special Condition No.(7)(a) of the Land Grant and such substitute carriageway and footpath as referred to in Special Condition No.(7)(c)(i) of the Land Grant;

“Share” means an equal undivided share in the Land and the Development;

“Sign” includes any sign, visual display, hoarding, showcase, signboard, bill plate, fascia, poster, advertisement, banner or other similar fixture or fitting (illuminated or otherwise);

“Slope Maintenance Manuals” means the slope maintenance manual(s) for the Slope Structures, prepared by the designer of the Slope Structures pursuant to the Geotechnical Guidelines;

“Slope Structures” means all slopes, slopes treatment works, retaining walls and other structures within or outside the Land to be maintained by the grantee (and its successors and assigns) under the Land Grant, if any;

“Special Fund” means the fund referred to in Clause 10.4;

“Special Fund Initial Contribution” means a sum equal to 2 months’ Monthly Management Fees payable for a Unit during the first Financial Year;

“Transformer Room Facilities” means the transformer rooms in the Development (which are for identification purpose marked “TRANSFORMER ROOM 1” and “TRANSFORMER ROOM 2” on the Plans), cable accommodations and all associated facilities;

“Unit” means a Flat or a Parking Space and shall, where the context permits, include the Shares allocated to and the attached Right to Occupy that Flat or Parking Space;

“Visitors’ Parking Space” means a car parking space provided under Special Condition No. 23(a)(iii) of the Land Grant which are (for identification purpose) coloured yellow stippled black on the Plans;

“W&I Maintenance Manual” shall have the meaning given in Clause 14.11 and

shall include all revisions thereto made in accordance with this Deed;

“Wider Common Corridors and Lift Lobbies” means the wider common corridors and lift lobbies in the residential tower of the Development which are (for identification purpose) coloured yellow cross hatched black on the Plans; and

“Works and Installations” means the major works and installations in the Development, which will require regular maintenance on a recurrent basis, i.e. those from time to time listed out in Schedule 8.

2. INTERPRETATION

In this Deed, unless the context otherwise requires:

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

- (k) references to any Unit, any Flat, any Parking Space, the Common Parts, the Development Common Parts, the Residential Common Parts, the Parking Common Parts, the Road, the Green Area, the Development and the Land are references to each and every part thereof. References to any Unit, Flat, Parking Space are references to the same including all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively the same;
- (l) references to “**management of the Land**” means the control, management, maintenance and administration of the Land and include the performance of the Manager’s duties and the exercise of the powers of the Manager under this Deed and “**manage**” shall be construed accordingly;
- (m) where under this Deed the Manager has the power or right to make any decision, form any opinion or give or withhold any consent or approval, such power or right shall be exercised in its reasonable discretion;
- (n) any consent, approval or authorisation to be given by the Manager must be prior consent, approval or authorisation in writing and signed by it or on its behalf to be effective under this Deed, and any such consent to be given by the Manager must not be unreasonably withheld; and
- (o) in construing this Deed, the ejusdem generis rule of construction shall not apply.

3. **RECITALS**

- 3.1 **First Owner’s title.** Immediately before the assignment to the First Assignee referred to in Clause 3.4, the First Owner was the registered owner and was in possession of the Land.
- 3.2 **The Development.** The Development consists of, inter alia:
 - (a) the Parking Spaces on Basement 1 Floor of the Development;
 - (b) the Recreational Facilities on Basement 2 Floor, Basement 1 Floor and the Ground Floor of the Development; and
 - (c) 3 residential towers (one containing Tower 1, one containing Towers 2, 3 and 5 and the remaining one containing Towers 6 and 7) containing the Flats.
- 3.3 **Allocation of Shares.** For the purposes of sale, the Land has been notionally divided into Shares which have been allocated as provided in Schedule 1.
- 3.4 **Assignment to the First Assignee.** By an assignment of the same date as this Deed made between the First Owner and the First Assignee, the First Owner assigned the First Assignee’s Unit to the First Assignee.

- 3.5 Purpose of Deed. The parties have agreed to enter into this Deed to define the rights and obligations of the Owners, regulate the management of the Land and apportion the Management Expenses.
- 3.6 Assignment of Common Parts Shares. Immediately after the execution of this Deed, the First Owner shall assign to and vest in the Company as trustee for all Owners all Common Parts Shares and Common Parts free of costs or consideration.

4. RIGHTS AND OBLIGATIONS OF OWNERS

- 4.1 First Owner. The First Owner shall have the Right to Occupy the entire Land (other than the First Assignee's Unit and the Common Parts) subject to and with the benefit of this Deed.
- 4.2 First Assignee. The First Assignee shall, subject to and with the benefit of this Deed, have the Right to Occupy the First Assignee's Unit to the exclusion of the First Owner.
- 4.3 Rights of all Owners. Each Owner shall hold his Share(s) and the attached Right to Occupy subject to and with the benefit of this Deed and the rights contained in Schedule 3.
- 4.4 Owners bound by this Deed. Without prejudice to the rights of the First Owner in Clause 5.1 and Schedule 6, each Owner shall observe and perform the covenants contained in Schedule 5.
- 4.5 Right to assign without reference to other Owners. Subject to the Land Grant and this Deed, every Owner shall have the right without reference to the other Owners or the Manager to sell, assign, charge, mortgage, lease, licence or otherwise dispose of or deal with his Shares together with the attached Right to Occupy if such transaction is expressly made subject to and with the benefit of this Deed.
- 4.6 Right to Occupy not to be dealt with separately from Shares. The Right to Occupy any Unit shall not be sold, assigned, charged, mortgaged, leased, licensed or otherwise disposed of or dealt with separately from the Shares to which it is attached other than by a lease or tenancy or a contractual licence.
- 4.7 Owner to be responsible for acts or omissions of occupiers. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers of the Land and their licensees against all losses incurred by it or them as the direct or indirect result of the act or omission of himself or any occupier of the Unit which he has the Right to Occupy or their respective licensees or invitees or in any way owing to the overflow of water or escape of fire, smoke or fumes or any other emission therefrom.

5. **ADDITIONAL RIGHTS**

- 5.1 **First Owner.** The rights set out in Schedule 6 are excepted and reserved to the First Owner so long as it remains the beneficial owner of any part of the Land.

6. **POWER OF ATTORNEY**

- 6.1 **Power.**

The Owners hereby jointly and severally and irrevocably appoint the First Owner as their agent and attorney and grant to the First Owner the power to do all things and to execute as their own act such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the First Owner's rights conferred by Clause 5.1 and Schedule 6 in accordance with the provisions of this Deed.

- 6.2 **Covenant in assignment.** An Owner (other than the First Owner) shall not be entitled to assign his Shares unless the assignment includes the following covenant:

"The Purchaser hereby covenants with the Vendor for itself and as agent of Easy Merit Holdings Limited and its successors, assigns and attorneys (collectively referred to as the "**Relevant Owners**") and each is individually referred to as a "**Relevant Owner**") to the intent that this covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the "**Covenanting Purchaser**") and shall enure for the benefit of Kowloon Inland Lot No. 11228 and the buildings thereon known as "ONE HOMANTIN" (collectively, the "**Land**") and be enforceable by the Vendor and each Relevant Owner that:-

- (a) the Covenanting Purchaser will notify the Manager (as defined in the Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No. [*] (the "**Deed of Mutual Covenant**")) in writing of any change of ownership of the Property within one month from the date of the Assignment in respect thereof;
- (b) the Covenanting Purchaser hereby acknowledges and confirms the rights conferred by Clause 5.1 and Schedule 6 of the Deed of Mutual Covenant (collectively, the "**Additional Rights**" and each an "**Additional Right**") and hereby covenants not to do or permit to be done anything which will affect the exercise of the Additional Rights by the Vendor and any Relevant Owner;
- (c) the Covenanting Purchaser hereby irrevocably appoints each Relevant Owner to be its agent and attorney and grants to each Relevant Owner, with full power of delegation, the full right, power and authority acting singly to do all things and to execute as its own act such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the Additional Rights granted to the Relevant Owner. If the Relevant Owner comprises more than one person, the Covenanting Purchaser hereby appoints such persons (such appointment shall be joint and several so that each of such

persons may act singly or jointly with the other(s)) as its agents and attorneys and grants to such persons, with full power of delegation, the full right, power and authority, whether acting singly or jointly with the other or any or all of the others to do all things and to execute, as the act of any of such person or the joint act of such person and the others or any or all of the others, as the case may be, such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the said rights;

- (d) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant to be observed and performed by an Owner (as defined in the Deed of Mutual Covenant);
- (e) the Covenanting Purchaser will at all times hereafter perform observe and comply with all the covenants by or on the part of the Purchaser contained in this Assignment; and
- (f) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (a), (b), (c), (d) and (e) and this covenant (f) hereinbefore contained;

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

7. APPOINTMENT OF MANAGER

7.1 Appointment of the Company as Manager. Subject to the provisions of the Ordinance, the parties (other than the Company) appoint the Company to undertake the management of the Land from (and inclusive of) the date of this Deed for an initial term of 2 years until terminated in accordance with this Clause 7, and the Company accepts such appointment.

7.2 Termination of Manager’s Appointment by the Manager or Owner’s Committee.

- (a) The appointment of the Manager may be terminated without compensation as follows:
 - (i) prior to the formation of the Owners’ Corporation, at any time by service of not less than 3 calendar months’ notice in writing to the Manager by the Owners’ Committee following a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners’ meeting and supported by Owners of not less than 50% of all Shares in aggregate (excluding the Common Parts Shares) being passed at an Owners’ meeting; or

- (ii) by the Manager serving notice in accordance with Clause 7.2(b).
- (b) No resignation of the Manager shall take effect unless he has previously given not less than 3 months' notice in writing of his intention to resign:
 - (i) by sending such a notice to the Owners' Committee; or
 - (ii) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
- (c) The notice referred to in Clause 7.2(b)(ii) may be given:
 - (i) by delivering it personally to the Owner; or
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (d) If the Manager's appointment is terminated or comes to an end by whatever reason, the Owners' Committee shall by a majority resolution appoint a substitute or new Manager and the provisions contained in this Clause 7 shall apply to the substitute or new Manager (other than the provisions relating to the initial term of 2 years). Until appointment of the substitute or new Manager, the Owners' Committee shall act as the Manager.

7.3 Termination of Manager's appointment by Owners' Corporation

- (a) Subject to Clause 7.3(d), at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution:
 - (i) passed by a majority of the votes of the Owners voting either personally or by proxy; and
 - (ii) supported by the Owners of not less than 50% of the Shares in aggregate,
 terminate by notice the Company's appointment without compensation.
- (b) A resolution under Clause 7.3(a) shall have effect only if:
 - (i) the notice of termination of appointment is in writing;
 - (ii) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the Company for the payment to the Company of a sum equal to the amount of Manager's Remuneration which would have accrued to the Company during that period;

- (iii) the notice is accompanied by a copy of the resolution terminating the Company's appointment; and
 - (iv) the notice and the copy of the resolution is given to the Company within 14 days after the date of the meeting.
- (c) The notice and the copy of the resolution referred to in Clause 7.3(b)(iv) may be given:
 - (i) by delivering them personally to the Company; or
 - (ii) by sending them by post to the Company at its last known address.
- (d) For the purposes of Clause 7.3(a):
 - (i) only the Owners of Shares who pay or who are liable to pay the Management Expenses relating to those Shares shall be entitled to vote;
 - (ii) the reference in Clause 7.3(a)(ii) to "the Owners of not less than 50% of the Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Shares in aggregate who are entitled to vote.
- (e) If a contract for the appointment of a Manager other than the Company contains no provision for the termination of the Manager's appointment, Clauses 7.3(a), (b), (c) and (d) apply to the termination of the Manager's appointment as they apply to the termination of the Company's appointment.
- (f) Clause 7.3(e) operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the Company to terminate the appointment of the Manager.
- (g) If a notice to terminate a Manager's appointment is given under this Clause 7.3:
 - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (ii) if no such appointment is approved under Clause 7.3(g)(i) by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (h) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Land, and the Owners' Corporation has appointed a Manager under Clause 7.3(g)(ii), the Owners' Corporation shall be deemed to

have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 7.3(g)(ii) that may otherwise render that person liable for a breach of that undertaking or agreement.

- (i) This Clause 7.3 is subject to any notice relating to the Land that may be published by the Secretary for Home Affairs (or any other Government officer replacing him) under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section to the intent that this Clause 7.3 shall not apply if and for so long as the Secretary for Home Affairs (or any other Government officer replacing him) has made a notification that paragraph 7 of Schedule 7 of the Ordinance is not applying to the Development pursuant to Section 34E(4) of the Ordinance.

7.4 Obligations after Manager's appointment ends.

- (a) Subject to Clause 7.4(b), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Land that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, it shall within two months of the date its appointment ends:
 - (i) prepare:
 - (1) an income and expenditure account for the period beginning with the commencement of the Financial Year in which its appointment ends and ending on the date its appointment ended; and
 - (2) a balance sheet as at the date its appointment ended,and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
 - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of account, papers, documents and other records which are required for the purposes of Clause 7.4(b)(i) and have not been delivered under Clause 7.4(a).

8. DUTIES AND POWERS OF MANAGER

8.1 General Management. The Manager shall manage the Land in a proper manner in accordance with this Deed (and shall for the avoidance of doubt exercise its power under paragraph 2 of Schedule 7 to take out and update the insurance as referred to in that paragraph). Except as otherwise provided in this Deed, the Manager shall have the powers set out in Schedule 7 and the power to do anything else which it considers is necessary or expedient for the proper management of the Land. The power conferred as aforesaid shall be reasonably and properly exercised by the Manager in accordance with this Deed and subject always to the provisions of the Ordinance.

8.2 Manager's acts and decisions binding on Owners. Subject to the provisions of the Ordinance, all acts and decisions of the Manager done or arrived at in accordance with this Deed shall bind the Owners and each Owner hereby irrevocably appoints the Manager as its agent in respect of any matter concerning the Common Parts duly authorised under this Deed and to enforce the provisions of this Deed against the other Owners.

8.3 Manager not liable to Owners except in certain circumstances. The Manager, its employees, agents or contractors shall not be liable to any Owner or other person whomsoever for anything done or omitted in pursuance or purported pursuance of this Deed not being an act or omission involving criminal liability, dishonesty or negligence and the Owners shall (subject to section 34L of the Ordinance) indemnify the Manager, its employees, agents and contractors from and against all losses arising directly or indirectly from any such act or omission not involving criminal liability, dishonesty or negligence. Without limiting the generality of this, the Manager, its employees, agents or contractors shall not be liable for any liabilities arising directly or indirectly from:

- (a) any defect in or failure or malfunction of any of the Common Parts or the Slope Structures;
- (b) any failure, malfunction or suspension of the supply of water, gas, electricity or other utility services to, from or for the Land;
- (c) fire, flood or the overflow or leakage of water;
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft or burglary;

unless it can be shown that such liabilities were caused by an act or omission of the Manager, its employees, agents or contractors involving criminal liability, dishonesty or negligence and Provided That the Monthly Management Fee shall not cease to be payable on account thereof.

8.4 Limitation of Manager's power on improvements to Common Parts. The Manager shall not effect any improvements to the Common Parts costing more than 10% of the current Budget without the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed.

- 8.5 Works. Notwithstanding anything in this Deed, the Manager shall not be under any liability to carry out any works (including those relating to the Slope Structures, which shall remain the responsibility of the Owners) if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from the Owners.
- 8.6 Compliance with Land Grant. The Manager shall, for so long as he remains to be the Manager, observe and comply with all provisions of the Land Grant applicable to the Common Parts.
- 8.7 Communications among Owners. The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Land.

9. MANAGER'S REMUNERATION

- 9.1 Manager's Remuneration. The Manager's Remuneration in a Financial Year shall be 10% of the total Management Expenses incurred in the Financial Year Provided That:
- (a) such percentage may be varied with approval by a resolution of Owners at an Owners' meeting convened under this Deed;
 - (b) for the purpose of this Clause 9.1, Management Expenses shall not include:
 - (i) any capital expenditure or expenditure drawn out of the Special Fund (in this Clause 9.1, "**Capital Expenditure**") save to the extent that the same has been permitted by a resolution of Owners at an Owners' meeting convened under this Deed for inclusion for the purpose of calculating the Manager's Remuneration; and
 - (ii) the Manager's Remuneration; and
 - (c) the Owners may by a resolution of Owners at an Owners' meeting convened under this Deed decide that a percentage lower than 10% shall, for the purpose of calculating the Manager's Remuneration, be applied to the Capital Expenditure included under Clause 9.1(b)(i).
- 9.2 Manner of Payment. The Manager's Remuneration shall be paid to the Manager in advance on the first day of each month of the Financial Year concerned by deductions made by the Manager from the Monthly Management Fees collected from the Owners. Such deductions shall be in priority to all other payments to be made out of the Management Funds. The amount of each deduction shall be:

$$\frac{a}{b}$$

where:

“a” is the amount which would be payable as Manager’s Remuneration in the Financial Year if the Estimated Management Expenses were the actual Management Expenses incurred in the Financial Year; and

“b” the total number of months in that Financial Year.

- 9.3 Increase in monthly deduction. If, as a result of a revision of the Budget in accordance with Clause 10.2(c) or the approval of a Budget, the amount of Estimated Management Expenses is increased, each deduction to be made by the Manager in the Financial Year under Clause 9.2 shall be increased by:

$$\frac{c - d}{e}$$

where:

“c” is the amount which would be payable as Manager’s Remuneration in the Financial Year if the Estimated Management Expenses set out in the revised or approved Budget were the actual Management Expenses incurred in the Financial Year;

“d” is the amount which would be payable as Manager’s Remuneration in the Financial Year if the Estimated Management Expenses before the revision or approval of the Budget were the actual Management Expenses incurred in the Financial Year; and

“e” is the number of further deductions which the Manager is entitled to make in the Financial Year under Clause 9.2.

- 9.4 Year-end adjustments. If the total amount deducted under Clauses 9.2 and 9.3 by the Manager in a Financial Year:

(a) exceeds the amount of Manager’s Remuneration calculated in accordance with Clause 9.1, the amount of the excess shall be set off against subsequent deductions to be made by the Manager until the whole excess has been set off; or

(b) falls short of the amount of Manager’s Remuneration calculated in accordance with Clause 9.1, the Manager shall be entitled to make such deduction(s) from Monthly Management Fees collected from the Owners until the whole amount of the shortfall has been deducted.

- 9.5 Other Expenses. The Manager’s Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not cover disbursements and expenses properly incurred by the Manager in performing its services under this Deed. Without limiting the generality of the foregoing, the Manager is not required to disburse or provide from the Manager’s Remuneration the cost of providing any staff,

facilities, accountancy services or other professional supervision for the Land, such cost shall be a direct charge on the Management Funds.

10. MANAGEMENT EXPENSES

10.1 Management Expenses. Management Expenses shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Land under this Deed including (without limitation) the following:

- (a) the charges for the supply and consumption of fuel, oil, electricity, gas, water, telephone and other utility services serving the Common Parts;
- (b) the payment of Government rent (if not apportioned) and all sums (other than the premium paid for the grant of the Land) payable under the Land Grant;
- (c) the cost of employing staff involved with the management of the Land including staff uniform, salary, bonus, over-time pay, long service pay, medical and dental scheme payments and other benefits;
- (d) legal, accounting, surveying and other professional fees properly incurred by the Manager in exercising or performing its powers and duties under this Deed;
- (e) administrative expenses of the Manager relating specifically to the Manager exercising or carrying out its powers and duties under this Deed including (without limitation) costs for administrative support charged by the head office of the Manager, rent and other office overheads for the administration and management of the Land and this Development;
- (f) all charges, assessments, impositions and other outgoings in recurring nature payable by the Owners in respect of the Common Parts;
- (g) the cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Development;
- (h) the Manager's Remuneration;
- (i) all expenses in relation to maintenance of the Green Area (until possession of which is delivered to the Government) or the Road under the Land Grant; and
- (j) all expenses incurred in relation to the Slope Structures.

10.2 Budget.

- (a) In respect of each Financial Year, the Manager shall:
 - (i) prepare a draft Budget setting out the proposed Management Expenses during the Financial Year;

- (ii) send a copy of the draft Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft Budget a notice inviting each Owner to send his comments on the draft Budget to the Manager within a period of 14 days from the date the draft Budget was sent to the Owners' Committee or first displayed;
 - (iv) after the end of that period, prepare a Budget specifying the total proposed Management Expenses during the Financial Year; and
 - (v) send a copy of the Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (b) Where, in respect of a Financial Year, the Manager has not complied with Clause 10.2(a) before the start of that Financial Year, the total amount of the Management Expenses for that year shall:
 - (i) until it has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous Financial Year; and
 - (ii) when it has so complied, be the total proposed Management Expenses specified in the Budget for that Financial Year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (c) Where a Budget has been sent or displayed in accordance with Clause 10.2(a)(v) and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised Budget as apply to the draft Budget and Budget by virtue of Clause 10.2(a).
- (d) Where a revised Budget is sent or displayed in accordance with Clause 10.2(c), the total amount of the Management Expenses for that Financial Year shall be the total Management Expenses or proposed Management Expenses specified in the revised Budget and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (e) If there is an Owners' Corporation and, within a period of one month from the date that a Budget or revised Budget for a Financial Year is sent or first displayed in accordance with Clause 10.2(a) or (c), the Owners' Corporation decides, by a resolution of the Owners, to reject the Budget or revised Budget, as the case may be, the total amount of the Management Expenses for the Financial Year shall, until another Budget or revised Budget is sent or displayed in accordance with Clause 10.2(a) or (c) and is not so rejected under this Clause 10.2(e), be deemed to be the same as the total amount of

Management Expenses (if any) for the previous Financial Year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

- (f) If any Owner requests in writing the Manager to supply him with a copy of any draft Budget, Budget or revised Budget, the Manager shall, on payment of a reasonable copying charge (which shall be credited to the Special Fund), supply a copy to that Owner.
- (g) The Manager shall keep separate budgets for, and the Budget shall set out, in separate sections, the proposed:
 - (i) Development Management Expenses;
 - (ii) Residential Management Expenses; and
 - (iii) Parking Management Expenses.

10.3 Payment of Monthly Management Fees.

- (a) Each Owner (except the First Owner) shall pay to the Manager the Advance Payment in respect of each Unit which he has the Right to Occupy on the date of the completion of the purchase of his Unit from the First Owner. For the avoidance of doubt, nothing in this Clause 10.3(a) shall imply that the First Owner is not obliged to pay any Monthly Management Fees under Clause 10.3(b).
- (b) Each Owner (including the First Owner) shall in respect of each Unit which he has the Right to Occupy pay to the Manager in advance on the first day of each month (following the expiry of the period in respect of which any Advance Payment has been paid) the Monthly Management Fees and such Owner shall be personally liable to make such payments whether or not his Unit is vacant or occupied and whether it has been let or licensed or is occupied by the Owner himself.
- (c) The Monthly Management Fees payable by an Owner in respect of each Unit which he has the Right to Occupy shall be:

$$\frac{f}{g} + h$$

where:

“f” is the total contribution to the Estimated Management Expenses which the Owner is required to make under Clause 10.3(d) for the Unit concerned;

“g” is the total number of months in the Financial Year; and

“h” is the total amount of increases in Monthly Management Fees under Clause 10.3(g)(v).

(d) The contribution of an Owner to the Estimated Management Expenses for each Unit which he has the Right to Occupy shall be ascertained according to the following principles and formulae:

(i) The Owner of a Unit shall, in respect of each Unit which he has the Right to Occupy, contribute to the Estimated Development Management Expenses in the following proportion:

$$\frac{i}{j}$$

where:

“i” is the number of Management Shares allocated to the Unit; and

“j” is the total number of Management Shares.

(ii) The Owner of a Flat shall contribute to the Estimated Residential Management Expenses in the following proportion:

$$\frac{k}{l}$$

where:

“k” is the number of Management Shares allocated to the Flat; and

“l” is the total number of Management Shares allocated to all Flats.

(iii) (1) The Owner of a Parking Space shall contribute to 89% of the Estimated Parking Management Expenses in the following proportion:

$$\frac{m}{n}$$

where:

“m” is the number of Management Shares allocated to the Parking Space; and

“n” is the total number of Management Shares allocated to all Parking Spaces.

(2) The Owner of a Flat shall contribute to 11% of the Estimated Parking Management Expenses in the following proportion:

$$\frac{o}{p}$$

where:

“o” is the number of Management Shares allocated to the Flat; and

“p” is the total number of Management Shares allocated to all Flats.

- (e) If, during any period of time, the total Monthly Management Fees received by the Manager in respect of all the Units are insufficient to meet the Management Expenses, the Manager may require each Owner to make a contribution to such deficiency.
- (f) If, as a result of a revision of the Budget in accordance with Clause 10.2 or the approval of the Budget, the Estimated Management Expenses are increased, the Manager may require the Owners to contribute to the increase.
- (g) In ascertaining the contribution to be made by an Owner under Clause 10.3(e) or (f), the provisions of Clause 10.3(d) shall, mutatis mutandis, apply so that any part of the deficiency or increase determined by the Manager to be attributable to:
 - (i) the Development Common Parts, or expenses for the common benefit of the Owners, occupiers, licensees or invitees of different Units, or expenses not covered by Clauses 10.3(g)(ii) and (iii), shall be borne by the Owners in the proportion set out in Clause 10.3(d)(i);
 - (ii) the Residential Common Parts, or expenses for the common benefit of Owners, occupiers, licensees or invitees of different Flats, shall be borne by the Owners of the Flats in the proportion set out in Clause 10.3(d)(ii); and
 - (iii) the Parking Common Parts, or expenses for the common benefit of Owners, occupiers, licensees or invitees of different Parking Spaces and Residential Common Parking Spaces shall be borne by the Owners of the Parking Spaces and the Owners of the Flats in the proportion set out in Clause 10.3(d)(iii);

The contribution which an Owner is required to make under Clause 10.3(e) or (f) shall be made in such manner as the Manager may determine including:

- (iv) payment in one lump sum within 14 days of notification by the Manager; or
- (v) by increasing the Monthly Management Fees payable by the Owner by such amount and over such period as the Manager may determine.

- (h) If there is any surplus after payment of all the Management Expenses, such surplus shall be applied towards payment of future Management Expenses in the following manner:
 - (i) any part of the surplus attributable to contributions made by the Owners towards the Development Management Expenses or Estimated Development Management Expenses shall be notionally credited to all the Units and be taken into account when preparing the section of future Budget(s) dealing with Development Management Expenses or used for covering Development Management Expenses or Estimated Development Management Expenses;
 - (ii) any part of the surplus attributable to contributions made by the Owners of the Flats towards the Residential Management Expenses or Estimated Residential Management Expenses shall be notionally credited to all the Flats and be taken into account when preparing the section of future Budget(s) dealing with Residential Management Expenses or used for covering Residential Management Expenses or Estimated Residential Management Expenses; and
 - (iii) any part of the surplus attributable to contributions made by the Owners of the Parking Spaces and the Owners of the Flats towards the Parking Management Expenses or Estimated Parking Management Expenses shall be notionally credited to all the Parking Spaces and Flats in the relevant percentage referred to in Clause 10.3(d)(iii) and be taken into account when preparing the section of future Budget(s) dealing with Parking Management Expenses or used for covering Parking Management Expenses or Estimated Parking Management Expenses.

10.4 Special Fund.

- (a) The Manager shall establish and maintain as trustee for all Owners a Special Fund to provide for expenditure of a capital nature or of a kind not expected by it to be incurred annually including expenses for the renovation, improvement and repair of the Common Parts, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Parts and the costs of relevant investigation works and professional services and the expense of preparing the revised Schedule 8 and/or the revised W&I Maintenance Manual under Clause 14.11 (in this Clause 10.4, the “**Non-Recurrent Expenditure**”).
- (b) Each Owner (except the First Owner) shall, in respect of each Unit which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of his Unit from the First Owner the Special Fund Initial Contribution in respect of that Unit as an initial payment to the Special Fund, unless the First Owner has already paid the Special Fund Initial Contribution in respect of that Unit under Clause 10.11(b).

- (c) (i) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any Financial Year and the time when those contributions shall be payable.
 - (ii) If there is no Owners' Corporation, each Owner shall pay to the Manager such amount of further periodic contribution to the Special Fund at such time as determined by a resolution of Owners at an Owners' meeting convened under this Deed so as to maintain the Special Fund at an appropriate level.
- (d) All contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) and all other amounts required by this Deed to be credited to the Special Fund shall be non-refundable and non-transferable.
- (e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest bearing account. The title of the account shall refer to the Special Fund for the Development and all contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) and all other amounts required by this Deed to be credited to the Special Fund shall be deposited by the Manager into the account. The Manager shall use such account exclusively for the purpose referred to in Clause 10.4(a).
- (f) Without prejudice to the generality of Clause 10.4(e), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under Clause 10.4(e) or (f) in a prominent place in the Development.
- (h) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under Clause 10.4(e) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 10.4(f).
- (i) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). The Manager shall not, use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Land.
- (j) The Special Fund shall be notionally divided into the following parts, namely:
 - (i) **"Special Fund (Flats)";** and

- (ii) **“Special Fund (Parking)”**.
- (k) Contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) made by:
 - (i) the Owners of the Flats shall be notionally credited to Special Fund (Flats); and
 - (ii) the Owners of the Parking Spaces shall be notionally credited to Special Fund (Parking).
- (l) Funds notionally credited to each part of the Special Fund shall be applied as follows:
 - (i) Non-Recurrent Expenditure relating to the Development Common Parts, or which are for the common benefit of the Owners, occupiers, licensees or invitees of different Flats and Parking Spaces or which is not covered by Clauses 10.4(l)(ii) and (iii), shall only be paid out of different parts of the Special Fund as follows:
 - (1) the amount to be paid out of Special Fund (Flats) is:

$$A \times \frac{B}{C}$$

where:

“A” is the total amount of such Non-Recurrent Expenditure;

“B” is the total number of Management Shares allocated to all Flats; and

“C” is the total number of Management Shares;

- (2) the amount to be paid out of Special Fund (Parking) is:

$$D \times \frac{E}{F}$$

where:

“D” is the total amount of such Non-Recurrent Expenditure;

“E” is the number of Management Shares allocated to all Parking Spaces; and

“F” is the total number of Management Shares.

- (ii) Non-Recurrent Expenditure relating to the Residential Common Parts, or which is for the common benefit of Owners, occupiers, licensees or invitees of different Flats, shall only be paid out of Special Fund (Flats).
- (iii) Non-Recurrent Expenditure relating to the Parking Common Parts, or which is for the common benefit of Owners, occupiers, licensees or invitees of different Parking Spaces and Residential Common Parking Spaces, shall only be paid out of different parts of the Special Fund as follows:-
 - (1) an amount equal to 89% of such Non-Recurrent Expenditure shall be paid out of Special Fund (Parking); and
 - (2) an amount equal to 11% of such Non-Recurrent Expenditure shall be paid out of Special Fund (Flats).
- (m) Unless otherwise specifically provided in this Deed, where any provision of this Deed requires any amount to be credited to the Special Fund, the following provisions shall apply:
 - (i) where the amount is received in relation to the Residential Common Parts (including any approval or consent given in relation thereto under this Deed or the Ordinance), the amount shall be credited to Special Fund (Flats):
 - (ii) where the amount is received in relation to the Parking Common Parts (including any approval or consent given in relation thereto under this Deed or the Ordinance):
 - (1) 89% of the amount shall be credited to Special Fund (Parking Spaces); and
 - (2) 11% of the amount shall be credited to Special Fund (Flats).
 - (iii) in any other case:
 - (1) the following proportion of the amount shall be credited to Special Fund (Flats):

$$\frac{G}{H}$$

where:

“G” is the total number of Management Shares allocated to the Flats; and

“H” is the total number of all Management Shares;

- (2) the following proportion of the amount shall be credited to Special Fund (Parking):

$$\frac{I}{J}$$

where:

“I” is the total number of Management Shares allocated to the Parking Spaces; and

“J” is the total number of all Management Shares.

10.5 Management Fees Deposits and Common Utilities Deposits.

- (a) (i) Each Owner (except the First Owner) shall, in respect of each Unit which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of his Unit from the First Owner the Management Fees Deposit in respect of that Unit as security for the due payment of all Monthly Management Fees and other amounts payable by him under this Deed, unless the First Owner has already paid the Management Fees Deposit of that Unit under Clause 10.11. The Management Fees Deposit shall (subject to Clause 10.6) be non-refundable and shall not be set off by the Owner against Monthly Management Fees or any other amounts payable by him under this Deed.
- (ii) As at the date of this Deed, the First Owner has contributed to the Common Utilities Deposits in full and it is contemplated under any sale and purchase agreement of a Unit entered into or to be entered into by a purchaser and the First Owner that the First Owner will be reimbursed a due proportion of the Common Utilities Deposits by that purchaser, such due portion of Common Utilities Deposits (which shall (subject to Clause 10.6) be non-refundable but transferable) being in the same proportion that the number of Management Shares allocated to that Unit bears to the total number of Management Shares Provided That:
- (1) an Owner shall not be required to contribute towards any such deposit payable in respect of any category of Common Parts for the Estimated Management Expenses of which the Owner is not liable to make any contribution under Clause 10.3(d); and
- (2) a contribution to be made by an Owner towards any such deposit payable in respect of any category of the Common Parts for the Estimated Management Expenses of which the Owner is liable to make a contribution under Clause 10.3(d) shall be in the same proportion that the number of Management Shares allocated to his Unit bears to the total number of Management Shares allocated to such of the Units the respective Owners of

which are liable to make a contribution under Clause 10.3(d) towards the Estimated Management Expenses of that category of Common Parts.

- (b) The Manager shall have the right to set off the Management Fees Deposit paid by an Owner against any sum of whatever nature which is payable by such Owner to the Manager under or in relation to this Deed. Notwithstanding the above, the Manager shall not be obliged to exercise the right of set-off and an Owner shall have no right to require the Manager to exercise the right of set-off, by way of mitigation of loss or otherwise, before pursuing other rights and remedies available to the Manager.
- (c) If at any time the Management Fees Deposit or the Common Utilities Deposits are disbursed in whole or in part or the amount of the Monthly Management Fees or the water, electricity, gas or other utilities deposit in respect of the Common Parts are increased, each Owner shall on the first day of the next month following demand by the Manager pay to the Manager in addition to the Monthly Management Fees:
 - (i) in the case of the Management Fees Deposit having been disbursed, an additional sum sufficient to replace the sum so disbursed;
 - (ii) in the case of the Common Utilities Deposits having been disbursed, a due proportion (ascertained according to Clause 10.5(a)(ii)(2)) of the amount so disbursed;
 - (iii) in the case of an increase of Management Fees Deposit following an increase in the Monthly Management Fees, three times the amount of such increase (and in any event the Management Fees Deposit after such an increase shall not be more than 25% of the amount of Estimated Management Expenses of the Financial Year concerned); or
 - (iv) in the case of an increase in any water, electricity or (if any) gas deposit in respect of the Common Parts, a due proportion (ascertained according to Clause 10.5(a)(ii)(2)) of the increase.

10.6 Owners' interest in Management Funds.

- (a) Subject to Clauses 10.6(b) and (c), upon any person ceasing to be the Owner of any Share he shall in respect of that Share cease to have any interest in the Management Funds to the intent that the Management Funds shall be held and applied for the management of the Land irrespective of changes in ownership of the Shares and the Management Fees Deposit and the due portion of Common Utilities Deposits in respect of a Unit shall be transferred into the name of the new Owner of the relevant Shares.
- (b) Upon the Land reverting to the Government, any balance of the Management Funds shall be divided between the Owners (immediately prior to such reversion in proportion to the Management Shares allocated to their respective Units) Provided That:

- (i) any surplus which is notionally credited to a particular category of Units under Clause 10.3(h) shall be divided among the then Owners of that category of Units in proportion to the Management Shares respectively allocated to the Units concerned;
 - (ii) different parts of the Special Fund (or the balance thereof) referred to in Clauses 10.4(j)(i) and (ii) shall be divided among the then Owners of each category of Units respectively referred to in Clauses 10.4(k)(i) and (ii) in proportion to the Management Shares respectively allocated to the Units of the category concerned;
 - (iii) Management Fees Deposit and Common Utilities Deposit paid in respect of a Unit (or the balance thereof) shall be refunded to the then Owner of the Unit; and
 - (iv) subject to Clause 10.7(b), Debris Removal Charges (or the balance thereof) paid by Owners of the Flats shall be divided among the then Owners of the Flats in proportion to the Management Shares respectively allocated to the Flats.
- (c) In the case of an extinguishment of rights and obligations under Clause 13, a part of the balance of the Management Funds which is proportionate to the proportion borne by the Management Shares allocated to the Damaged Part (as defined in Clause 13.1) to the total number of Management Shares shall be divided between the Owners whose rights and obligations are extinguished under Clause 13 in proportion to the Management Shares allocated to their respective Units comprised in the Damaged Part Provided That the then Owner of each Unit in the Damaged Part shall be entitled to the payments which he would be entitled under Clauses 10.6(b)(i) to (iv) upon the Land reverting to the Government.

10.7 Debris Removal Charge.

- (a) the Owner of a Flat (except the First Owner) shall (unless the First Owner has already paid the Debris Removal Charge of that Flat under Clause 10.11), in respect of each Flat which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of his Flat from the First Owner the Debris Removal Charge, which shall be non-refundable and non-transferable. The Owner of a Unit other than a Flat shall have no obligation to pay any Debris Removal Charge.
- (b) Any monies paid as Debris Removal Charge by the Owner of a Flat not used for debris collection or removal shall be paid into Special Fund (Flats).

10.8 Manager's discretion in respect of contributions. Notwithstanding anything contained in this Deed, the Manager shall be entitled to determine that an item of Management Expenses shall be paid by the Owner or Owners of the part or parts of the Land for which such item has been or will be incurred to the exclusion of all other Owners if:

- (a) the item of Management Expenses is not covered by insurance; and
- (b) the Manager is of the opinion that:
 - (i) it is attributable to any particular part or parts of the Land; and
 - (ii) Owners of other parts of the Land do not and will not receive any material benefit from it;

Provided That where the item of Management Expenses is to be borne by more than one Owner, the Manager may also determine the contribution to be made by each of such Owners to the item of Management Expenses.

10.9 Notional credits. Unless otherwise provided by this Deed, any income or receipt of whatever nature arising or which may arise from or is attributable to the Common Parts shall, in so far as it arises or will arise from or is attributable to:

- (a) the Development Common Parts, be notionally credited to all the Units and be taken into account when preparing the section of future Budget(s) dealing with Development Management Expenses or used for covering Development Management Expenses or Estimated Development Management Expenses;
- (b) the Residential Common Parts, be notionally credited to all the Flats and be taken into account when preparing the section of future Budget(s) dealing with Residential Management Expenses or used for covering Residential Management Expenses or Estimated Residential Management Expenses; or
- (c) the Parking Common Parts, be notionally credited to all the Parking Spaces and Flats and be taken into account when preparing the section of future Budget(s) dealing with Parking Management Expenses or used for covering Parking Management Expenses or Estimated Parking Management Expenses.

10.10 Contracts entered into by Manager.

- (a) Subject to Clauses 10.10(b) and 10.10(c), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless—
 - (i) the supplies, goods or services are procured by invitation to tender; and
 - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance.
- (b) Subject to Clause 10.10(c), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the Budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless—

- (i) if there is an Owners' Corporation—
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
- (ii) if there is no Owners' Corporation—
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Clauses 10.10(a) and (b) do not apply to any supplies, goods or services which but for this Clause 10.10(c) would be required to be procured by invitation to tender (referred to in this Clause 10.10(c) as “relevant supplies, goods or services”)—
 - (i) where there is an Owners' Corporation, if—
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - (ii) where there is no Owners' Corporation, if—
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and

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

10.11 Shares held by First Owner.

- (a) In respect of Shares allocated to a separate building or phase of the Development the construction of which has not been completed, the First Owner shall not be obliged to pay Monthly Management Fees or to contribute to Management Expenses except to the extent that the uncompleted separate building or phase of the Development benefits from any provisions in this Deed as to the management and maintenance of the Land.
- (b) If the First Owner remains the Owner of the Shares allocated to any Unit in a part of the Development the construction of which has been completed and which remain unsold 3 months after:
 - (i) the execution of this Deed; or
 - (ii) the date when the First Owner is in a position validly to assign such Shares (that is, when the consent to assign or certificate of compliance in respect of the Development has been issued);

whichever is the later, the First Owner shall, upon the expiry of the said three-month period, pay to the Manager the Special Fund Initial Contribution, the Management Fees Deposit and (if payable) the Debris Removal Charge in respect of that Unit.

10.12 Interest and Collection Charge on late payment.

- (a) If any Owner fails to pay the Manager any amount payable under this Deed within 30 days of demand, he shall pay to the Manager:
 - (i) interest at 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears from and including the due date to and including the date of payment; and
 - (ii) a collection charge not exceeding 10% of the amount due to cover the cost (in addition to legal costs (on a solicitor and own client basis) of proceedings involved in recovering them) of the extra work occasioned by the default.
- (b) (i) All monies paid to the Manager by way of interest and collection charges by the Owner of any Flat shall be credited to the Special Fund (Flats).

- (ii) All monies paid to the Manager by way of interest and collection charges by the Owner of any Parking Space shall be credited to the Special Fund (Parking).

10.13 Civil action taken by Manager.

- (a) All amounts which are due and payable by any Owner under this Deed (including amounts payable to the Manager under an indemnity contained in this Deed) together with interest and the collection charges as provided in Clause 10.12, all damages for any breach of this Deed and all legal costs (on a solicitor and own client basis) and other expenses (on a full indemnity basis) incurred in recovering or attempting to recover the same (whether by legal proceedings or otherwise) shall be recoverable by civil action at the suit of the Manager in its own name and/or as agent for the Owners.
- (b) In any action taken in accordance with Clause 10.13(a), the Manager is hereby authorised to act as the agent for and on behalf of the Owners and no Owner sued under this Deed shall be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue for or to recover such amounts as are due.

10.14 Registration of Charge against Shares of defaulting Owner.

- (a) Any sum payable by an Owner under this Deed or adjudged by a court of law to be payable by an Owner to the Manager as manager of the Land, whether for a breach of this Deed or otherwise, including (without limitation) damages, interests, costs, expenses and collection charges, which has become due and remains outstanding for more than 30 days from and including the date on which they become payable, shall stand charged on the Share and the attached Right to Occupy of the defaulting Owner together with all legal costs (on a solicitor and own client basis) incurred in registering and enforcing the charge mentioned below.
- (b) The Manager shall be entitled (without prejudice to any other remedy under this Deed) to register a memorial of such charge in the Land Registry against the Unit of the defaulting Owner. Such charge shall remain valid and enforceable, notwithstanding that judgment has been obtained for the amount thereof, until such judgment has been satisfied.

10.15 Order for sale. Any charge registered under Clause 10.14(b) shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Share of the defaulting Owner together with the attached Right to Occupy and Clause 10.13 shall apply equally to any such action.

10.16 Keeping of accounts.

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

- (i) the Development Common Parts and the Development Management Expenses;
 - (ii) the Residential Common Parts and the Residential Management Expenses; and
 - (iii) the Parking Common Parts and the Parking Management Expenses.
- (b) Within one month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Within 2 months after the end of each Financial Year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (d) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on that Fund, and the amount of money that will be then needed.
- (e) Prior to the formation of the Owners' Corporation, if the Owners at an Owners' meeting convened under this Deed decide that any income and expenditure account and balance sheet for a Financial Year should be audited by an independent auditor of their choice, the Manager shall without delay arrange for such an audit to be carried out by that auditor.
- (f) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and:
 - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

10.17 Manager to open and maintain bank account.

- (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Land.
- (b) Without prejudice to the generality of Clause 10.17(a), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the management of the Land.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Clause 10.17(a) or Clause 10.17(b) in a prominent place in the Development.
- (d) Subject to Clauses 10.17 (e) and (f), the Manager shall without delay pay all money received by it in respect of the management of the Land into the account opened and maintained under Clause 10.17(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 10.17(b).
- (e) Subject to Clause 10.17(f), the Manager may, out of money received by it in respect of the management of the Land, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under Clause 10.17(e) or the payment of that amount into a current account in accordance with Clause 10.17(e) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this Clause 10.17 to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Land.

10.18 Inspection of accounts. The Manager shall permit any Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet. The Manager shall upon payment of a reasonable copying charge supply any Owner with a copy of any record or document requested by him. Any monies paid as such a charge shall be credited to the Special Fund.

10.19 Financial Year. The Manager may upon giving 3 months' notice in writing to the Owners change the Financial Year at any time but only once in every 5 years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

11. OWNERS' MEETINGS

11.1 First and Subsequent Meetings.

- (a) From time to time when circumstances require, there shall be meetings of the Owners to discuss and decide matters concerning the Land.
- (b) The first meeting of the Owners shall be convened by the Manager as soon as possible but not later than 9 months after the date of this Deed, to elect members of the Owners' Committee to be elected under Clause 12.1(a) and the chairman of the Owners' Committee to form the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.
- (c) Until the incorporation of an Owners' Corporation, a meeting of the Owners shall be convened within a reasonable period of time after the expiry of a period of 24 months from:
 - (i) the conclusion of the first meeting of the Owners convened under Clause 11.1(b); or
 - (ii) the last meeting of the Owners convened under this Clause 11.1(c),for the purpose of electing members of the Owners' Committee to be elected under Clause 12.1(a). The Manager must convene such meetings.

11.2 Convening. An Owners' meeting may be convened by:—

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

11.3 Notice. Every Owners' meeting shall be convened by at least 14 days' notice in writing before the date of the meeting, which shall be given by the person convening the meeting to each Owner. The notice of meeting referred to in this Clause 11.3 shall specify—

- (a) the date, time and place of the Owners' meeting; and
- (b) the resolutions (if any) that are to be proposed at the meeting.

11.4 Service of notice. The notice of meeting referred to in Clause 11.3 may be given:

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

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

11.5 Quorum. No business shall be transacted at any Owners' meeting unless a quorum is present when the meeting proceeds to business. The quorum at an Owners' meeting shall be 10% of the Owners. In this Clause 11.5, the reference to "10% of the Owners" shall:

(a) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Shares; and

(b) not be construed as the Owners of 10% of the Shares in aggregate;

Provided That if a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place.

11.6 Chairman. An Owners' meeting shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 11.2(b) or (c), the person convening the meeting.

11.7 Record. The chairman shall cause a record to be kept of the persons present at the Owners' meeting and the proceedings thereof.

11.8 Voting. At an Owners' meeting:

(a) an Owner shall have one vote in respect of each Share he owns;

(b) an Owner may cast a vote personally or by proxy;

(c) where 2 or more persons are the co-owners of a Share, the vote in respect of the Share may be cast:

(i) by a proxy jointly appointed by the co-owners;

(ii) by a person appointed by the co-owners from amongst themselves; or

(iii) if no appointment is made under Clause 11.8(c)(i) or (ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners;

(d) where 2 or more persons are the co-owners of a Share and more than one of the co-owners seeks to cast a vote in respect of the Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Share in the register kept at the Land Registry shall be treated as valid;

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

- (f) in regard to the removal of the chairman of the meeting, votes shall be cast by balloting supervised by the Manager.

11.9 Proxies.

- (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and:
 - (i) shall be signed by the Owner; or
 - (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (b) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 11.2(b) or (c), the person convening the meeting at least 48 hours before the time for the holding of the Owners' meeting.
- (c) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

11.10 Procedure. The procedure at a meeting of Owners shall be determined by the Owners.

11.11 Resolutions. Save as otherwise provided in this Deed, any resolution on any matter concerning the Land passed by a simple majority of votes at a duly convened Owners' meeting by Owners present in person or by proxy and voting shall be binding on all the Owners Provided That:

- (a) the notice convening the meeting shall have been duly given in accordance with Clause 11.3 and shall have specified the intention to propose a resolution concerning such matters;
- (b) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (c) no resolution shall be valid to the extent that it purports to alter the provisions of or is otherwise contrary to this Deed.
- (d) subject to the provisions of this Deed, a resolution may be passed as to the manner in which the powers and duties hereby conferred on the Manager are to be exercised or carried out.

11.12 Lack of notice. The accidental omission to give notice in accordance with Clause 11.3 to any Owner shall not invalidate the meeting or any resolution passed thereat.

12. OWNERS' COMMITTEE

12.1 Election & meetings.

- (a) There shall be established and maintained an Owners' Committee of the Land consisting of up to 7 members including a chairman, a secretary and up to 5 other Committee members Provided That:
 - (i) the Owners of the Flats are entitled to elect up to 6 Committee members; and
 - (ii) the Owner of the Parking Spaces are entitled to elect up to 1 Committee member.
- (b) The Owners' Committee shall meet when circumstances require and, in any event, not less than 2 times a year. A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- (c) The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee.
- (d) The notice of meeting referred to in Clause 12.1(c) shall specify:
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (e) The notice of meeting referred to in Clause 12.1(c) may be given:
 - (i) by delivering it personally to the member of the Owners' Committee; or
 - (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
 - (iii) by leaving it at the member's Unit or depositing it in the letter box for that Unit.
- (f) No business shall be transacted at a meeting of the Owners' Committee unless a quorum is present when the meeting proceeds to business and the quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.
- (g) A meeting of the Owners' Committee shall be presided over by:
 - (i) the chairman; or

- (ii) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.
 - (h) The procedure at meetings of the Owners' Committee shall be determined by the Owners' Committee.
- 12.2 Functions. The functions of the Owners' Committee shall be limited to the following:
- (a) representing the Owners in all dealings with the Manager;
 - (b) liaising with the Manager in respect of all matters concerning the Land; and
 - (c) exercising all other powers and duties conferred on the Owners' Committee under this Deed.
- 12.3 Remuneration. No remuneration shall be payable to the Owners' Committee or any Owners' Committee member but such members shall be entitled to be reimbursed for all out-of-pocket expenses reasonably incurred in carrying out their duties.
- 12.4 Membership.
- A Committee member elected under Clause 12.1(a) to serve on the Owners' Committee shall hold office until new members of the Owners' Committee elected in the next meeting held under Clause 11.1(c) take office unless:
- (a) he resigns by notice in writing to the Owners' Committee;
 - (b) he ceases to be eligible for election as an Owners' Committee member under Clause 12.5(a);
 - (c) he is removed from office by a resolution passed at an extraordinary general meeting convened under Clause 12.6;
 - (d) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
 - (e) he becomes incapacitated by death or physical or mental illness.
- A Committee member in respect of whom an event mentioned in Clauses 12.4(a) to (e) has occurred shall cease to hold office upon the occurrence of such event.
- 12.5 Eligibility for election.
- (a) Any of the following shall be eligible for election as an Owners' Committee member under Clause 12.1(a) if he is resident in Hong Kong:
 - (i) the Owner of a Unit if he is an individual;

- (ii) where a Unit is co-owned by more than one individual Owner, any one but not the other(s) of them; or
 - (iii) where the Owner of a Unit is a body corporate, any representative appointed by such Owner.
- (b) The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice served on the Owners' Committee.
 - (c) If an Owner owns more than one Units he shall be entitled to propose more than one candidate (but limited to one candidate for each Unit) to be eligible for election as Owners' Committee members.
 - (d) Elected members of the Owners' Committee are eligible for re-election.

12.6 Removal of Committee members.

- (a) An extraordinary meeting of the Owners of the Flats may be convened for:
 - (i) removing from office any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(i); and/or
 - (ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(i) who has:
 - (1) ceased to be such member under Clause 12.4; or
 - (2) been removed as provided in Clause 12.6(a)(i) above.
- (b) The following shall apply to a meeting referred to in Clause 12.6(a):
 - (i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Shares allocated to the Flats.
 - (ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the Flats. For the purpose of this Clause 12.6(b)(ii), the reference to "10% of the Owners of the Flats" shall be construed as a reference to 10% of the number of persons who are Owners of the Flats without regard to their ownership of any particular percentage of the total number of Shares allocated to the Flats and not be construed as the Owners of 10% of the Shares allocated to all Flats. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. Notwithstanding the above, if all Flats are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.

- (iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.
 - (iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Flats present in person or by proxy and voting Provided That if all Flats are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.
 - (v) Subject to Clauses 12.6(b)(i) to (iv), the provisions of Clause 11 shall apply, mutatis mutandis, to such a meeting.
- (c) An extraordinary meeting of the Owners of the Parking Spaces may be convened for:
- (i) removing from office any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(ii); and/or
 - (ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(ii) who has:
 - (1) ceased to be such member under Clause 12.4; or
 - (2) been removed as provided in Clause 12.6(c)(i) above.
- (d) The following shall apply to a meeting referred to in Clause 12.6(c):
- (i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Shares allocated to the Parking Spaces.
 - (ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the Parking Spaces. For the purpose of this Clause 12.6(d)(ii), the reference to "10% of the Owners of the Parking Spaces" shall be construed as a reference to 10% of the number of persons who are Owners of the Parking Spaces without regard to their ownership of any particular percentage of the total number of Shares allocated to the Parking Spaces and not be construed as the Owners of 10% of the Parking Spaces allocated to all Parking Spaces. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. Notwithstanding the above, if all Parking Spaces are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.
 - (iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.

- (iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Parking Spaces present in person or by proxy and voting Provided That if all Parking Spaces are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.
- (v) Subject to Clauses 12.6(d)(i) to (iv), the provisions of Clause 11 shall apply, mutatis mutandis, to such a meeting.

12.7 Election of the Chairman.

- (a) A chairman of the Owners' Committee (including a chairman elected under Clause 12.7(b)) shall hold office until the conclusion of the next meeting of the Owners convened under Clause 11.1(c).
- (b) If the chairman of the Owners' Committee ceases to be a member of the Owners' Committee for any reason or if he resigns his chairmanship before the conclusion of the next meeting of the Owners convened under Clause 11.1(c), the members of the Owners' Committee shall elect one of themselves to be the chairman of the Owners' Committee.

12.8 Resolutions.

- (a) Resolutions of the Owners' Committee shall be passed by a simple majority by show of hands.
- (b) Each member present at the Owners' Committee meeting shall have one vote on a question before the Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- (c) No resolution purported to be passed at any meeting of the Owners' Committee concerning any matter not mentioned in the notice of meeting shall be valid.
- (d) No resolution of the Owners' Committee shall be valid to the extent that it purports to alter the provision of or is otherwise contrary to or inconsistent with this Deed.

12.9 Records and Minutes.

- (a) The Owners' Committee shall keep records and minutes of:
 - (i) the appointment of members, the secretary and the chairman of the Owners' Committee and all changes thereof; and
 - (ii) all resolutions and proceedings of the Owners' Committee.

- (b) Such records and minutes shall be kept where the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given. Any such person shall also be entitled to extracts or copies thereof on paying reasonable charges therefor.

12.10 Contracts entered into by the Owners' Committee. Subject to provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods, or services by the Owners' Committee that involves amounts in excess of HK\$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an average annual expenditure of more than 20% of the Budget of the Financial Year concerned (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in a Code of Practice referred to in section 20A of the Ordinance will apply to the Owners' Committee with any appropriate variations.

13. EXTINGUISHMENT OF RIGHTS

13.1 Damage to Development. If any part of the Development is damaged by fire, typhoon, earthquake, subsidence or other causes (which part shall be referred as the "**Damaged Part**") rendering it substantially unfit for habitation, occupation or use, the Owners (the "**Affected Owners**" in this Clause 13) of not less than 75% of Shares relating to the Damaged Part (excluding any Common Parts Shares) (the "**Relevant Shares**") may convene a meeting of the Owners of the Damaged Part. At such meeting the Affected Owners may resolve:

- (a) that it is not practicable to reinstate the Damaged Part in which case the Affected Owners shall forthwith assign the Relevant Shares and the attached Right to Occupy to the Manager or such other person as may be resolved by the Affected Owners upon trust to dispose of them as soon as reasonably practicable by public auction or private treaty and to distribute the net proceeds of sale to the Affected Owners in proportion to the number of Relevant Shares previously held by each Affected Owner. All insurance money received in respect of the Damaged Part shall likewise be distributed amongst the Affected Owners; or
- (b) to rebuild or reinstate the Damaged Part in which case the Affected Owners shall pay any costs of reinstating the Damaged Part which are not recovered from the insurance thereof in proportion to the number of Relevant Shares held by each Affected Owner. Until such payment the same will be a charge upon the Relevant Shares of each Affected Owner and shall be recoverable as a civil debt by the Manager pursuant to Clause 10.13.

13.2 Provisions applicable to meeting. The following provisions shall apply to a meeting convened pursuant to Clause 13.1:

- (a) the meeting shall be convened by at least 14 days' notice in writing posted on the public notice boards of the Development (if existing but if not then posted on an appropriate part of the site of the Development and published in an

English and a Chinese language newspaper circulating in Hong Kong) specifying the time and place of the meeting;

- (b) no business shall be transacted unless a quorum is present when the meeting proceeds to business and the Owners of not less than 75% of the Relevant Shares present in person or by proxy shall be a quorum;
- (c) if within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to the same time and day in the next week at the same place;
- (d) the meeting shall be presided over by an Owner or such other person appointed as chairman for that meeting;
- (e) the chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) every Affected Owner shall have one vote. Owners who are co-owners of a Unit which is part of the Damaged Part shall have one vote and in case of dispute the Owner whose name stands highest in relation to that Unit in the register kept at the Land Registry shall have the right to vote. The chairman of the meeting shall have no second or casting vote when there is an equality of votes;
- (g) votes may be given either personally or by proxy;
- (h) the instrument appointing a proxy shall be deposited with the chairman of the meeting at the meeting;
- (i) a resolution of not less than 75% of the Affected Owners present at a meeting duly convened under this Clause 13.2 shall bind all the Affected Owners Provided That:
 - (i) the notice convening the meeting specified the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid; and
 - (iii) no resolution shall be valid if it is contrary to this Deed; and
- (j) the Manager shall have the right to attend the meeting.

14. MISCELLANEOUS PROVISIONS

- 14.1 Owners to notify Manager when ceasing to be Owner. Each Owner shall notify the Manager when it ceases to be the Owner of any Share and notify the Manager of the name and address of the new Owner. Each Owner shall remain liable for all sums due and payable under this Deed and for the compliance with this Deed up to the date

on which such notice is received by the Manager but without prejudice to the liability of the new Owner under this Deed.

14.2 Common Parts Shares held by Manager.

- (a) Notwithstanding anything in this Deed, the Common Parts Shares shall not carry any liability to contribute to the Management Expenses, or make any payment under this Deed, and the Common Parts Shares shall not carry any voting rights (at any meeting whether held under this Deed, the Ordinance or otherwise) or be taken into account in calculating the quorum at any meeting.
- (b) The Manager shall:
 - (i) hold all Common Parts Shares and Common Parts assigned to it as trustee for the benefit of all Owners, subject to the Land Grant and this Deed; and
 - (ii) assign the Common Parts Shares and the Common Parts free of costs and consideration to the successor of the Manager upon termination of its appointment as Manager.
- (c) The Owners' Corporation (when formed) may require the Manager to assign or transfer to it the Common Parts Shares and the Common Parts and the management responsibilities free of costs and consideration. The Common Parts Shares and the Common Parts assigned to the Owners' Corporation under this Deed shall be held by the Owners' Corporation in trust for the benefit of all Owners as provided in Clause 14.2(b), subject to the Land Grant and this Deed.

14.3 No conflict with Land Grant. Nothing in this Deed shall conflict with or be in breach of the conditions in the Land Grant. If any provision contained in this Deed conflicts with the Land Grant, the Land Grant shall prevail.

14.4 Cessation of liabilities. Subject to Clause 14.1, each Owner shall on ceasing to be the Owner of any Share, cease to be liable for any matter or liabilities under this Deed other than in respect of any breach of this Deed by him prior to his ceasing to be an Owner.

14.5 Public notice boards etc. There shall be public notice boards at such places in the Development as the Manager may from time to time decide. There shall be exhibited on each of such public notice boards a copy of the Development Rules from time to time in force, all notices which are required under this Deed to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for 3 consecutive days shall be due notice of the contents thereof to each Owner, his tenants and licensees.

14.6 Service of Notice.

- (a) Subject as otherwise provided in this Deed, all notices or demands to be served under this Deed shall be in writing and shall be sufficiently served if addressed to the party to whom the notices or demands are served and sent by prepaid post to or left at the Unit or the letter box of the Unit of the party to be served notwithstanding that such party shall not personally occupy such Unit.
- (b) Where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if the mortgagee is a company, at its registered office or last known place of business in Hong Kong and, if he is an individual, at his last known residence.
- (c) All notices required to be given to the Manager shall be sufficiently served if addressed to the Manager and sent by pre-paid post or left at the registered office of the Manager.
- (d) Any Owner who does not occupy the Unit to which his Shares relate must provide the Manager with an address within Hong Kong for service of notices under this Deed.

14.7 Co-Owners and Owners of Sub-divided Flats.

- (a) Co-owners of any Share, whether holding as joint tenants, tenants-in-common or otherwise, shall be jointly and severally liable to the Manager and other Owners for the performance of all obligations under this Deed which are to be performed by the Owner of the Share.
- (b) Where:
 - (i) a Flat has been sub-divided by the First Owner into different parts;
 - (ii) Shares and Management Shares allocated to that Flat have been sub-allocated among those parts; and
 - (iii) the Owner of the Shares sub-allocated to any such part has the exclusive right and privilege, vis-à-vis the Owners of other Shares allocated to the Flat, to hold, use, occupy and enjoy that part,

the Owner of the sub-allocated Shares shall be:

- (iv) liable for the payment of a Due Proportion (defined below) of any amount payable in respect of the Flat and for the performance of any obligation relating to that part of the Flat in respect of which he has such exclusive right and privilege to hold, use, occupy and enjoy;
- (v) entitled to a Due Proportion of any amount payable in respect of the Flat; and

- (vi) entitled to the benefit of and enforce any covenant in this Deed the breach of which will have a material adverse effect on the use and enjoyment of the part of the sub-divided Flat in respect of which he has such exclusive right and privilege to hold, use, occupy and enjoy.

For the purpose of this Clause 14.7(b), “**Due Proportion**” means the proportion borne by the Management Shares sub-allocated to the part of the Flat concerned to the total number of Management Shares allocated to that Flat under this Deed.

14.8 Deed binding on executors etc. This Deed shall bind the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden of the covenants in this Deed shall be annexed to and run with the Shares and the attached Right to Occupy, the Units and the Common Parts.

14.9 Chinese translation and copies of the Plans.

- (a) The First Owner shall at its own cost make a direct translation in Chinese of this Deed and shall deposit same and a copy of this Deed within 1 month of the date hereof in the management office of the Development. After the depositing of a copy of this Deed, the aforesaid direct translation, all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copy of this Deed or the said direct translation deposited shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund. In any dispute between the Chinese translation and the English document, the English version of this Deed shall prevail.
- (b) The Manager shall keep copies of the Plans in the management office of the Development. All Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copies of the Plans deposited shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.

14.10 Owners’ Incorporation.

- (a) Nothing in this Deed shall prejudice the operation of the Ordinance.
- (b) During the existence of an Owners’ Corporation:
 - (i) general meetings of the Owners’ Corporation shall take the place of the Owners’ meetings under this Deed; and
 - (ii) the management committee of the Owners’ Corporation shall take the place of the Owners’ Committee under this Deed.
- (c) The Owners’ Corporation shall have the same powers under this Deed as the Manager relating to the Slope Structures.

14.11 Works and Installations.

- (a) The First Owner shall at its own expense compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations (the “**W&I Maintenance Manual**”) which shall set out the following details:
 - (i) as-built record plans of the Development and the Works and Installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all Works and Installations;
 - (ii) all warranties and guarantees (if any) provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all Works and Installations;
 - (iii) recommended maintenance strategy and procedures for the Works and Installations;
 - (iv) a list of items of the Works and Installations requiring routine maintenance and:
 - (1) the recommended frequency of routine maintenance inspection; and
 - (2) checklist and typical inspection record sheets for routine maintenance inspection;of such Works and Installations; and
 - (v) recommended maintenance cycle of the Works and Installations.
- (b) The First Owner shall deposit a full copy of the W&I Maintenance Manual at the management office of the Development within one month of the date hereof.
- (c) All Owners may inspect such deposited W&I Maintenance Manual at the management office of the Development during normal office hours free of charge. A copy of the W&I Maintenance Manual shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. All such charges shall be credited to the Special Fund.
- (d) After the W&I Maintenance Manual has been deposited in accordance with Clause 14.11(b), the Owners may by a resolution at an Owners’ meeting revise, as may be necessary (e.g. the addition of works and installations in the Development, the updating of maintenance strategies in step with changing requirements, etc), Schedule 8 and/or the W&I Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant (as may be prescribed by a resolution at an Owners’ meeting convened under this

Deed) the revised Schedule 8 and/or the revised W&I Maintenance Manual (within such time as may be prescribed by a resolution at an Owners' meeting convened under this Deed) to be approved by a resolution at an Owners' meeting convened under this Deed. All costs incidental to the preparation of the revised Schedule 8 and/or the revised W&I Maintenance Manual shall be paid out of the Special Fund.

- (e) The Manager shall deposit the revised W&I Maintenance Manual at the management office of the Development within one month from the date of its preparation. Clauses 14.11(c) and (d) shall apply (mutatis mutandis) to the revised W&I Maintenance Manual.
- (f) The Manager shall use all reasonable endeavour to register the revised Schedule 8 at the Land Registry as soon as practicable after its approval by a resolution at an Owners' meeting.

14.12 Copy of Schedules 7 and 8 to the Ordinance. The First Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (in both English and Chinese versions) in the management office of the Development. All Owners may inspect same at the management office of the Development during normal office hours free of charge. A photocopy of the copy of Schedules 7 and 8 to the Ordinance shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.

14.13 Green and innovative features and other features.

- (a) The Wider Common Corridors and Lift Lobbies shall only be used as corridors and lift lobbies by persons permitted by this Deed to make use of the same.
- (b) The caretaker's office marked as "CARETAKER'S OFFICE" on the Plans shall only be used as a caretaker's office. The owners' committee office marked as "OWNERS' COMMITTEE OFFICE" on the Plans shall only be used as an owners' committee office.
- (c) The caretaker's counters each marked as "CARETAKER'S COUNTER" on the Plans shall only be used as a caretaker's counter.
- (d) The Horizontal Screens / Covered Walkways shall only be used as horizontal screens / covered walkways.
- (e) The Manager shall provide a suitable CCTV imaging device and trained personnel to operate the device, or secure a contract with a service provider for conducting inspection of the concealed drainage pipes by a suitable CCTV imaging device. The Manager shall carry out regular inspection of the concealed drainage pipes on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints/pipe brackets conditions.

- 14.14 Slope Maintenance Manuals. The First Owner shall deposit a full copy of the Slope Maintenance Manuals in the management office of the Development within one month of the date hereof. After the depositing of the Slope Maintenance Manuals, all Owners may inspect same at the management office of the Development during normal office hours free of charge. A photocopy of the Slope Maintenance Manual shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.
- 14.15 Additional Common Parts. ___No Owner (including the First Owner) shall have the right to convert or designate any of his own Unit (or part thereof) as a Common Part unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate such Common Parts converted or designated from a Unit (or part thereof) as aforesaid to his or its own use or benefit.
- 14.16 Right of Public to Pass and Repass. The Owners shall permit the Government and members of the public to pass and repass such part of the Development which is referred to as "the Road", "the Existing Road" or such substitute carriageway and footpath in Special Condition (7) of the Land Grant and to maintain such areas at their expenses, insofar as such rights and duties remain subsisting under Special Condition (7) of the Land Grant.

SCHEDULE 1

Allocation of Shares

**Part 1
General Allocation of Shares**

<i>PART OF THE DEVELOPMENT CONCERNED</i>	<i>SHARES</i>
Flats	31,272 ^(Note 1)
Parking Spaces	1,759 ^(Note 2)
Common Parts	100
TOTAL	33,131

Note:

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

Part 2

Allocation of Shares among the Flats

Shares are allocated to the Flats as follows.

Tower 1

Flat Floor(s)	A	B	C	D	E	F	G
1	--	67 *	65 *	48	47	50	70 *
2	--	66	64	48	47	50	65
3-17 (12 floors)	91 (per Flat)	66 (per Flat)	64 (per Flat)	48 (per Flat)	47 (per Flat)	50 (per Flat)	65 (per Flat)
18	91	66	64	48	47	50	65
19	159 *#	149 #	52 #	49 #	53 #	--	--
						Sub-Total	6,752

Tower 2

Flat Floor(s)	A	B	C	D	E	F
1	65 *	46 *	33 *	44 *	46	39
2-18 (14 floors)	65 (per Flat)	46 (per Flat)	35 (per Flat)	46 (per Flat)	46 (per Flat)	39
19	152 *#	50 #	48 #	41 #	--	--
					Sub-Total	4,442

Tower 3

Flat Floor(s)	A	B	C	D	E	F	G
G	100 ^	63 ^	59 ^	69 ^	--	--	--
1	70	46 *	45 *	45 *	48	46	45
2-17 (13 floors)	70 (per Flat)	47 (per Flat)	47 (per Flat)	46 (per Flat)	48 (per Flat)	46 (per Flat)	45 (per Flat)
18	70	47	47	46	48	46	45
19	76 #	51 #	52 #	49 #	51 #	49 #	49 #
						Sub-Total	5,899

Notes:

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

Tower 5

Flat Floor(s)	A	B	C	D	E
G	85 ^	82 ^	71 ^	--	--
1	71	44 *	45 *	70	61
2-18 (14 floors)	71 (per Flat)	46 (per Flat)	44 (per Flat)	70 (per Flat)	61 (per Flat)
19	76 #	50 #	48 #	76 #	66 #
				Sub-Total	4,933

Tower 6

Flat Floor(s)	A	B	C	D	E
1	65 *	53 *	47 *	63 *	46 *
2-17 (13 floors)	63 (per Flat)	54 (per Flat)	48 (per Flat)	65 (per Flat)	45 (per Flat)
18	63	54	48	65	45
19	67 #	59 #	51 #	70 #	48 #
				Sub-Total	4,419

Tower 7

Flat Floor(s)	A	B	C	D	E
1	74	68	38	52	70 *
2-18 (14 floors)	74 (per Flat)	68 (per Flat)	38 (per Flat)	52 (per Flat)	68 (per Flat)
19	80 #	74 #	40 #	57 #	74 #
				Sub-Total	4,827

Notes:

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

Part 3

Allocation of Shares among the Parking Spaces

Shares are allocated to the Parking Spaces as follows.

Space Type	No. of Spaces	Shares
Parking Spaces for cars	133	1,729 (13 Shares per Parking Space)
Parking Spaces for motor cycles	15	30 (2 Shares per Parking Space)
TOTAL		1,759

SCHEDULE 2

Management Shares

Part 1

General Allocation of Management Shares

<i>PART OF THE DEVELOPMENT CONCERNED</i>	<i>MANAGEMENT SHARES</i>
Flats	31,272(Note 1)
Parking Spaces	1,759 (Note 2)
TOTAL	33,031

Notes:

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

Part 2

Allocation of Management Shares among the Flats

Management Shares are allocated to the Flats as follows.

Tower 1

Flat Floor(s)	A	B	C	D	E	F	G
1	--	67 *	65 *	48	47	50	70*
2	--	66	64	48	47	50	65
3-17 (12 floors)	91 (per Flat)	66 (per Flat)	64 (per Flat)	48 (per Flat)	47 (per Flat)	50 (per Flat)	65 (per Flat)
18	91	66	64	48	47	50	65
19	159 *#	149 #	52 #	49 #	53 #	--	--
						Sub-Total	6,752

Tower 2

Flat Floor(s)	A	B	C	D	E	F
1	65 *	46 *	33 *	44 *	46	39
2-18 (14 floors)	65 (per Flat)	46 (per Flat)	35 (per Flat)	46 (per Flat)	46 (per Flat)	39
19	152 *#	50 #	48 #	41 #	--	--
					Sub-Total	4,442

Tower 3

Flat Floor(s)	A	B	C	D	E	F	G
G	100 ^	63 ^	59 ^	69 ^	--	--	--
1	70	46 *	45 *	45 *	48	46	45
2-17 (13 floors)	70 (per Flat)	47 (per Flat)	47 (per Flat)	46 (per Flat)	48 (per Flat)	46 (per Flat)	45 (per Flat)
18	70	47	47	46	48	46	45
19	76 #	51 #	52 #	49 #	51 #	49 #	49 #
						Sub-Total	5,899

Notes:

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

Tower 5

Flat Floor(s)	A	B	C	D	E
G	85 ^	82 ^	71 ^	--	--
1	71	44 *	45 *	70	61
2-18 (14 floors)	71 (per Flat)	46 (per Flat)	44 (per Flat)	70 (per Flat)	61 (per Flat)
19	76 #	50 #	48 #	76 #	66 #
				Sub-Total	4,933

Tower 6

Flat Floor(s)	A	B	C	D	E
1	65 *	53 *	47 *	63 *	46 *
2-17 (13 floors)	63 (per Flat)	54 (per Flat)	48 (per Flat)	65 (per Flat)	45 (per Flat)
18	63	54	48	65	45
19	67 #	59 #	51 #	70 #	48 #
				Sub-Total	4,419

Tower 7

Flat Floor(s)	A	B	C	D	E
1	74	68	38	52	70 *
2-18 (14 floors)	74 (per Flat)	68 (per Flat)	38 (per Flat)	52 (per Flat)	68 (per Flat)
19	80 #	74 #	40 #	57 #	74 #
				Sub-Total	4,827

Notes:

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

Part 3

Allocation of Management Shares among the Parking Spaces

Management Shares are allocated to the Parking Spaces as follows.

Space Type	No. of Spaces	Management Shares
Parking Spaces for cars	133	1,729 (13 Management Shares per Parking Space)
Parking Spaces for motor cycles	15	30 (2 Management Shares per Parking Space)
TOTAL		1,759

SCHEDULE 3

PART A - RIGHTS OF OWNERS

Each Owner shall have the benefit of the following rights (in common with all persons having the like right):

1. **Right to use Common Parts.** Subject to the rights of the Manager and the First Owner in this Deed and subject also to the Land Grant, the right for the Owner and his tenants, licensees and invitees to use the Common Parts for all purposes connected with the proper use and enjoyment of his Unit Provided That:
 - (a) the Recreational Facilities may only be used for such purposes by the residents of the Flats and their bona fide visitors (for this purpose the Manager shall keep an updated record and information of all Owners and residents of Flats);
 - (b) notwithstanding paragraph 1(a) of Part A of this Schedule, the Owners, tenants, licensees and invitees of any Unit may always make use of the Common Parts covered by paragraph 1(a) of Part A of this Schedule for the purpose of:
 - (i) escape or seeking refuge in case of a fire or other emergency; or
 - (ii) obtaining access to and from their respective Units (or parts thereof) or any category of Common Parts which they are entitled to make use of, where such access cannot practically be obtained other than through the Common Parts referred to in paragraph 1(a) of Part A of this Schedule; and
 - (c) nothing in this paragraph 1 shall prejudice any right granted under paragraphs 2 to 5 of Part A of this Schedule.
2. **Right of support and shelter.** The right to subjacent and lateral support and to shelter and protection from the other parts of the Land.
3. **Right to passage of utility services.** The right to uninterrupted passage and running of soil, sewage, water, gas, electricity, air, smoke, information and other utility services (if any) from and to his Unit through the Conduits which are now or may at any time be in, under or passing through the Land for the proper use and enjoyment of his Unit.
4. **Right of entry to other parts of Land to repair.** The right for any Owner with or without surveyors, workmen and others and with or without plant, equipment and materials at all reasonable times upon notice (except in an emergency when no notice is required and the entry may take place at all times) to enter upon other parts of the Land for the purpose of carrying out any works for the maintenance and repair of his Unit (such works not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little

disturbance as reasonably possible and forthwith making good any damage thereby caused to any part of the Land.

5. Right to easements. All other easements, rights and privileges belonging or appertaining to the Land.

PART B - RIGHTS TO WHICH OWNERS ARE SUBJECT

Each Owner holds his Unit subject to the following:

1. Land Grant. Any rights reserved to the Government in the Land Grant.
2. Manager's rights of entry. The right (if any) for the Manager to enter his Unit as provided under this Deed.
3. Other Rights. Rights and privileges equivalent to those contained in paragraphs 2, 3, 4 and 5 of Part A of this Schedule.

SCHEDULE 4

Common Parts

Subject to the express provisions of this Deed, the Common Parts include (to the extent not forming part of any Unit):

- (a) External walls and load bearing walls, foundations, columns, beams and other structural supports.
- (b) Walls enclosing passageways, corridors and staircases.
- (c) The roofs, chimneys, gables, gutters, lightning conductors, satellite dishes and ancillary equipment, aerials and aerial cables.
- (d) Parapet walls, fences and boundary walls.
- (e) Vents serving 2 or more Units.
- (f) Water tanks, reservoirs, pumps, wells, sewers, sewage treatment plants, drains, soil pipes, waste pipes, channels, water-courses, gutters, ducts, downpipes, cables, conduits, refuse chutes, hoppers and refuse container chambers.
- (g) Cellars, toilets, water closets, wash houses, bathhouses, kitchens and caretakers' flats.
- (h) Passageways, corridors, staircases, landings, light wells, staircase window frames and glazing, hatchways, roofways and outlets to the roofs and doors and gates giving access thereto.
- (i) Lifts, escalators, lift shafts and machinery and apparatus used in connection therewith and the housing thereof.
- (j) Lighting apparatus, air conditioning apparatus, central heating apparatus, fire fighting equipment and installations intended for the use and benefit of all of the owners generally and any room or chamber in which such apparatus, equipment or installation is fitted or installed.
- (k) Fixtures situated in a Unit which are used in connection with the enjoyment of any other Unit or other portion of the building.
- (l) Lawns, gardens and playgrounds and any other recreational areas.
- (m) Swimming pools, tennis courts, basketball courts, squash courts and premises containing or housing any other sporting or recreational facilities.
- (n) Clubhouses, gymnasiums, sauna rooms and premises containing health or leisure facilities.
- (o) Slopes, gradients and retaining walls including sea walls (if any) comprising or forming part of any land which is in common ownership with the Development.

SCHEDULE 5

Owners' Covenants

1. Use.

- (a) To comply with the terms of the Land Grant and all laws applicable to his Unit or the use of or any activity which may from time to time be carried out in or in relation to his Unit.
- (b) Not to use:
 - (i) a Flat other than for private residential use and without prejudice to the generality of the above, no Flat shall be used as a boarding house or for any form of commercial letting or occupancy in bed spaces or cubicles Provided That the First Owner may use any Flat owned by it as a show flat; and
 - (ii) any part of the Development other than for purposes from time to time permitted by the Land Grant and the law Provided That no part of the Development shall be used as a pawn shop, mahjong school, funeral parlour, coffin shop, temple, Buddhist hall, or any activity or purpose related to gambling, the production, sale, storage, display or viewing of pornographic materials, funeral, burial, cremation or any form of ancestor worship or a ceremony known as "Ta Chai (打齋)".
- (c) Not to do anything whereby any insurance taken out by the Manager under this Deed may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this covenant to pay to the Manager the amount of any increase in premium caused by such breach in addition to any other liability incurred thereby.
- (d) Not to do anything which interferes with or is likely to interfere with any construction work on the Land or the exercise or performance of the Manager's powers and duties under this Deed.
- (e) Not to use his Unit for any purpose or activity which is illegal, noxious, dangerous or offensive or which may be or become a nuisance to or cause damage or annoyance to any other Owner or occupier of the Land or neighbouring premises.
- (f) (i) Not to keep any pet or animal:
 - (1) in any Flat in such a way as to give rise to 2 or more reasonable complaints from Owners to the Manager (whose decision on the reasonableness of the complaint shall be final and binding on the Owners); and
 - (2) in any Parking Space.

- (ii) Where the keeping of pet or animal is permitted under paragraph 1(f)(i) of this Schedule, to at all times comply with all Development Rules and all laws (including without limitation the Dogs and Cats Ordinance (Cap.167)) applicable to the keeping, regulation or control of his pet or animal.
- (g) Not to cause the maximum floor loading-bearing capacity of any floor to be exceeded and in the event of any breach of this covenant to make good any damage caused thereby.
- (h) Not to store in any Unit any dangerous or combustible goods Provided That the storage of a reasonable amount of fuel in a Flat for domestic cooking, shall not be a breach of this covenant if:
 - (i) such storage will not result in:
 - (1) a contravention of any law;
 - (2) any policy of insurance taken out by the Manager under this Deed becoming void or voidable; or
 - (3) the Manager not being able to take out any insurance under this Deed; and
 - (ii) any increase in premia for any insurance taken or to be taken out by the Manager under this Deed as a result of such storage is borne by the Owner making the storage.
- (i) Not to store goods in any Flat other than the personal and household possessions of the Owner or occupier.
- (j) Not to play mahjong in any Unit between midnight and 9 a.m. if any noise so created will be audible in any other Unit of the Land.
- (k) Not to alter, damage or interfere with Conduits which serve another part of the Land.
- (l) Not to do anything which may obstruct any means of fire escape or refuge area in the Development and (where necessary) to permit Owners, occupiers, licensees and invitees of other parts of the Development to pass and repass through his Unit for the purpose of escaping or seeking refuge in the case of a fire or other emergency.
- (m) To observe and comply with all Development Rules.
- (n) To use a balcony or (as the case may be) utility platform forming part of his Flat only as a balcony or (as the case may be) utility platform in connection with the use and enjoyment of the Flat.

- (o) To comply with the NIAR in respect of all Noise Mitigation Measures forming part of his Unit.
2. Outgoings. To pay and discharge all taxes, rates and outgoings payable in respect of his Unit and to indemnify the other Owners against all liabilities in respect thereof Provided That all outgoings including Monthly Management Fees and Government rent payable in respect of a Unit up to and inclusive of the date of the first assignment of that Unit shall be paid by the First Owner and the First Owner must not request the Owner of that Unit to make any payment or to reimburse him of the said outgoings.
 3. Repair. To at his own expense inspect, maintain and carry out all necessary works for the maintenance of:
 - (a) his Unit and without prejudice to the generality of the foregoing, the Owner of a Flat shall keep any balcony or utility platform forming part of his Flat in good and substantial repair and condition;
 - (b) the Development and the Works and Installations, subject to the provisions of this Deed;
 - (c) the internal surface of the walls facing his Flat, all the windows forming part of his Flat and any openable window installed in or to any curtain wall enclosing his Flat; and
 - (d) all Noise Mitigation Measures forming part of his Unit in accordance with the NIAR.
 4. Alterations.
 - (a) Not to make any structural alteration to any part of the Development which will interfere with or affect the rights of any other Owner and not to make any structural alteration to any part of the Development without first obtaining the written consent of the Manager and the written approval from all competent authorities.
 - (b)
 - (i) No Owner of a Flat shall install any air-conditioning units in any window or external wall of the Development other than at places designated for such purpose without the consent of the Manager.
 - (ii) To take all possible measures to prevent excessive noise, condensation or dripping from any air-conditioning units.
 - (c) Not to make any alteration to any fixture in the Development so as to or do anything which will affect or be likely to affect the supply or running of soil, sewage, water, electricity, gas, air, smoke, information or other matters to other parts of the Land or the normal functioning of the Common Parts.
 - (d) Not to install at any entrance to a Flat any metal grille, shutter or gate:
 - (i) which contravenes the Fire Services Ordinance (Cap. 95); or

- (ii) without the consent of the Manager.
- (e) Not to sub-divide a Flat or a Parking Space or the Shares allocated to or the Right to Occupy a Flat or a Parking Space.
- (f) Not to erect, build or install any structure or other things, whether permanently or temporarily, in any balcony, utility platform, flat roof, roof or garden forming part of his Flat.
- (g) Not to do anything whereby any Non-enclosed Area or flat roof, roof or garden forming part of his Flat will be enclosed in whole or in part above safe parapet height other than as shown in the Building Plans.
- (h) Not to alter the design and location (as shown in the Building Plans) of any balcony or utility platform forming part of his Flat.
- (i) Not to alter the design and location of any Noise Mitigation Measures forming part of his Unit.

5. Exterior of Development.

- (a) Not to, save with the consent of the Manager:
 - (i) do anything in any Flat which will or may, in the opinion of the Manager, alter or adversely affect the external appearance of the Development or the Land;
 - (ii) change the design, style or colour of the glass, glazing, frame, railing, guard, grille or other structure of any window forming part of his Flat; and
 - (iii) erect install affix or display any railing, guard, grille, shades on or to any window forming part of his Flat.
- (b) Not to connect any installation to the communal television, radio or telecommunications aerial, cable, satellite system or other similar apparatus or any Conduit installed by the First Owner or the Manager except in accordance with applicable Development Rules.
- (c) No Owner of a Flat shall fix or display any Signs, cages, shades or other items on the exterior of the Development.
- (d) Not to leave in any balcony, utility platform, flat roof, roof or garden forming part of his Flat any matter which may, in the opinion of the Manager, adversely affect the appearance of the Development.
- (e) Not to use any balcony, flat roof, roof or garden forming part of his Flat for the drying of laundry above parapet height.

6. Common Parts.

- (a) Not to obstruct the Common Parts, leave any dustbins, refuse, furniture or other things nor do anything in or to the Common Parts which may be or become a nuisance to any other Owners or occupiers of the Land or any neighbouring premises.
- (b) Not to alter the Common Parts or do anything which may, in the opinion of the Manager, interfere with or damage the Common Parts or adversely affect the normal functioning of the Common Parts and to indemnify the Manager and the other Owners for all losses incurred by the Manager and/or the other Owners (or any or some of them) as a result of a breach of this covenant including all costs and expenses incurred by the Manager in repairing the damage to or removing the interference with or restoring the normal functioning of those of the Common Parts affected by the breach.
- (c) Not to bring any animal or pet into such Common Parts as the Manager may from time to time specify and when remaining in any Common Parts which an animal may be brought into to take all measures to prevent that animal or pet from causing any nuisance, danger, injury or damage and without limitation of the foregoing, dogs shall at all times be securely held on a leash and fitted with a muzzle sufficient to prevent it from biting any person.
- (d) Not to make any connection to any system, equipment, plant, facility or Conduit forming part of the Common Parts except with the consent of the Manager and in accordance with the Development Rules.
- (e) To follow instructions which may from time to time be given by the Manager in relation to refuse collection facilities in the Development.
- (f) Not to convert any of the Common Parts to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the granting of such approval shall be credited to the Special Fund. All outgoings (including those for the supply of water, gas, electricity, telecommunication, information and other utility services) relating to such conversion shall be borne by the Owner carrying out that conversion solely and directly. Where the outgoings concerned is not exclusively related to that conversion, and it is not practicable to have a separate meter or other similar device for apportionment, the Manager may attribute a certain portion of the outgoings to that conversion as the Manager may reasonably consider appropriate. For the avoidance of doubt, this paragraph 5(f) applies to all Owners, including without limitation the First Owner.

7. Conduits.

- (a) Not to do anything whereby the flush or drainage system of the Land may be clogged or impaired.
- (b) Not to allow any noxious, dangerous, poisonous, corrosive or objectionable effluent to be discharged into any Conduit on the Land and to ensure that

discharged effluent will not corrode or be harmful to the flush or drainage system of the Land.

- (c) Not to allow sewage or refuse water to flow from the Land onto any adjoining land or to allow any waste to be deposited on the Land and to remove all refuse and waste in a proper manner.
8. Partitioning. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and/or the Development.
9. Works.
- (a) To ensure that works to his Unit will be carried out in accordance with the law, the Land Grant, this Deed and the Development Rules with sufficient safety and protection measures being implemented to the satisfaction of the Manager.
 - (b) To properly remove from the Land in accordance with directions which may be given by the Manager from time to time all debris, surplus building materials or other waste resulting from any works to his Unit.
 - (c) To pay the Decoration Deposit to the Manager prior to the commencement of works.
 - (d) To indemnify the Manager for all costs, expenses or losses which the Manager may incur or suffer as a result of the carrying out of any works to his Unit, or the acts or omissions of the Owner or its employees, agents, contractors or licensees in connection with such works, or the breach of any provision of this paragraph 9.
11. Compliance by tenant, etc. To take all reasonable steps to prevent the tenants, occupiers, licensees or invitees of his Unit from doing anything which may interfere with or affect the management of the Land or constitute a breach of the Land Grant, this Deed or the Development Rules.
12. Maintenance of Slopes. To maintain and carry out at their own expense all works in respect of any and all Slope Structures as required by the Land Grant and in accordance with the Geotechnical Guidelines and the Slope Maintenance Manuals.

SCHEDULE 6

Additional Rights of the First Owner

1. Common Parts. The right to assign to the Manager without consideration the Common Part Shares and the Common Parts, which shall be held by the Manager in trust for the Owners in accordance with this Deed.
2. Amendments to Building Plans and other plans. Subject to obtaining any necessary consent under the Land Grant and the law, the rights to:
 - (a) add to or amend the Building Plans or any plan or proposal (if any) prepared or which requires approval under the Land Grant (including master layout plans, landscaping proposals and car park layout plans) or any law; and
 - (b) carry out any works to implement such addition or amendment;Provided That:
 - (c) such rights may only be exercised in respect of any part of the Land which it has the Right to Occupy;
 - (d) these rights shall not be exercised so as to impede or restrict access to or from any part of the Land which the First Owner does not have the Right to Occupy; and
 - (e) any other Owners' ownership and enjoyment of his Unit shall not be affected by such additions and/or amendments.
3. Alterations. Subject to all necessary approval under the Land Grant and the law having been obtained, the right to make structural alterations or additions to those parts of the Land which the First Owner has the Right to Occupy without the concurrence of any Owner or the Manager or any other person Provided That:
 - (a) any such structural alteration shall not interfere with or affect the rights of any other Owner; and
 - (b) all approvals required under the law and the Land Grant have been obtained.
4. Fixtures. The right for itself, the Manager and their licensees to, subject to the Land Grant, install, affix, maintain, alter, renew and remove any Signs, plant, machinery, aerals and any other fixtures or facilities on or within the Common Parts and on the parts of the Land which it has the Right to Occupy Provided That if this right is exercised in relation to the Common Parts:
 - (a) written approval by a resolution of the Owners at an Owners' meeting convened under this Deed is obtained prior to the exercise of such right;
 - (b) access to and use and enjoyment of the Unit of any other Owner shall not be unreasonably affected; and

- (c) any consideration received from the exercise of this right shall be credited to the Special Fund.

5. Entry to Carry Out Works.

- (a) The right to enter any part of the Land at all reasonable times to complete the development of the Land or the Common Parts Provided That:
 - (i) except in an emergency when no notice is required and the entry may take place at all times, this right may only be exercised by the First Owner upon giving notice to the Manager, if this right is exercised in relation to the Common Parts;
 - (ii) other Owners' access to and use and enjoyment of their own Units shall not be affected; and
 - (iii) the First Owner shall rectify any damage to the Land caused by the negligence acts or omissions of its employees and agents in the course of exercising such rights.
- (b) The right to, subject to paragraph 5(a)(ii) of this Schedule, issue instructions to the Owners and occupiers of the Development and their respective licensees, visitors and invitees that they may or may not use any part of the Land while the works or activities referred to in paragraph 5(a) of this Schedule are being carried out.
- (c) Any right of entry of the First Owner under this paragraph 5 may be exercisable by the First Owner with or without surveyors, workmen and contractors and with or without plant, equipment, materials and machinery.

6. Name of Development. The right to change the name of the Development or any part thereof at any time.

7. User. The right (subject to obtaining any necessary consent under the Land Grant and the law) to change the user of any part of the Land which the First Owner has the Right to Occupy Provided That other Owners' access to and use and enjoyment of their own Units shall not be affected.

8. Dedication to Public. Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to dedicate to the public any part of the Land which the First Owner has the Right to Occupy for the purposes of passage with or without vehicles or in such manner as the First Owner shall consider fit Provided That:

- (a) access to and use and enjoyment of the Unit of any other Owner shall not be unreasonably affected; and
- (b) no Owner (except the First Owner) may claim any consideration or compensation or benefit offered by the Government for such dedication if the

Building Authority permits the site coverage or the plot ratio for any building within the Land to exceed the permitted percentage site coverage or the permitted plot ratio (as the case may be) as a result of such dedication.

9. Boundaries of the Land. Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to adjust the boundaries of the Land and to reach any agreement with the Government in connection therewith and for that purpose to effect any surrender, extension or re-grant of the Land Grant. Any money received from the Government shall be credited to the Special Fund.
10. Surrender to Government. The right to surrender or assign any part of the Land which the First Owner has the Right to Occupy which is required to be surrendered or assigned to the Government.
11. Amendments to Land Grant. The right to:
 - (a) apply to, negotiate and agree with the Government to vary or modify the Land Grant or any provision thereof, or to obtain any waiver or no-objection by the Government relating to any provision thereof, in such manner as the First Owner may consider fit;
 - (b) execute any document relating to such variation, modification, waiver or no-objection in the name of the First Owner without joining in any other Owner; and
 - (c) bind the other Owners to such variation, modification, waiver or no-objection or any document relating thereto executed by the First Owner as mentioned above;

Provided That:

- (d) an Owner's Right to Occupy and access to or from his Unit shall not be affected;
 - (e) the First Owner shall be solely responsible for any administrative fee and premium payable in respect of such variation, modification, waiver or no objection; and
 - (f) the rights conferred by this paragraph 11 on the First Owner shall be restricted to and only exercisable in respect of the part of the Land which the First Owner has the Right to Occupy.
12. Right of way, etc. The right to obtain the grant of any easements, rights of way or any other rights of whatever nature whether proprietary, contractual or otherwise over or in relation to any adjoining or neighbouring land for the benefit of the Land on such terms and conditions as the First Owner considers fit Provided That the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed shall be obtained if payment out of the Management Funds is involved.

13. Consideration received by the First Owner. Unless otherwise expressly provided in this Deed, the right to retain for its own use and benefit any consideration or benefit received or receivable by the First Owner or otherwise arising through the exercise of any right in this Schedule.
14. Sub-division.
- (a) To sub-divide, in such manner as he deems fit, any Flat which it has the Right to Occupy, the Shares allocated thereto under this Deed and the Right to Occupy attached to such Shares (in this paragraph 14, the "**Sub-Divided Unit**");
 - (b) Without prejudice to the generality of paragraph 14(a) above, to:
 - (i) sub-allocate to any part of that Sub-Divided Unit such of the Shares and Management Shares allocated to that Sub-Divided Unit under this Deed as he deems fit;
 - (ii) sell, assign, charge, mortgage or otherwise dispose of or deal with such sub-allocated Shares together with the Right to Occupy the part of that Sub-Divided Unit to which such Shares are sub-allocated; and
 - (iii) enter into a Sub-Deed of Mutual Covenant in relation to the Sub-Divided Unit (in this paragraph 14(b), the "**Sub-DMC**") Provided that:
 - (1) the Director of Lands has given his approval or waived the requirement for his approval of the form of the Sub-DMC; and
 - (2) the Sub-DMC does not conflict with the provisions of this Deed.

SCHEDULE 7

Powers of Manager

1. Collection of Money. To demand and collect all money payable by the Owners under this Deed.
2. Insurance.
 - (a) Subject to the direction of the Owners' Corporation (if formed), to insure on such terms as the Manager may determine:
 - (i) the Common Parts and the Green Area (to the extent that the same has not been re-delivered to the Government in accordance with the Land Grant) and the Slope Structures in their full new reinstatement values in respect of loss or damage by fire or other risks; and
 - (ii) the Owners and the Manager in respect of such public, third party and occupier's liability, employer's liability in respect of employees employed within or exclusively in connection with the management of the Land, and other risks and liabilities as the Manager may decide in such amounts as the Manager deems fit,

with some reputable insurance company as comprehensively as reasonably and commercially possible in the name of the Manager and for and on behalf of the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force. Such insurance could be a block insurance for the entire Development including areas which are not Common Parts.
 - (b) Subject to Clause 13.1, to pay out or apply all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss to any Common Parts, the Green Area (to the extent that the same has not been re-delivered to the Government in accordance with the Land Grant) or the Slope Structures in the repair, rebuilding or reinstatement of that part of the Common Parts, the Green Area (to the extent that the same has not been re-delivered to the Government in accordance with the Land Grant) or (as the case may be) the Slope Structures.
 - (c) To pay out or apply all insurance money, compensation or damages recovered by the Manager in respect of any public, third party, occupier's, employer's, or other liability in remedying or compensating the loss or other matter for which it was paid.
3. Repair, maintenance and improvement of Common Parts.
 - (a) To take all steps as the Manager may decide for putting and keeping the Common Parts in good and substantial repair, in a clean, tidy and proper working condition and appropriately decorated, landscaped, lit and ventilated.

- (b) Subject always to Clause 8.4, where reasonably required, to rebuild, renew, improve and upgrade the Common Parts as it deems fit and build or install additional common facilities as it deems fit in each case to a standard commensurate with the status of the Development.
- (c) To replace any broken glass in the Common Parts.
- (d) To keep the Conduits forming part of the Common Parts free from obstructions and in proper working condition.
- (e) To cultivate, irrigate and maintain plant and landscaping works in the Common Parts, if any.
- (f) To operate the gondola systems in the Development and for the avoidance of doubt the Manager may move and use a gondola in or through the airspace over any balcony, utility platform, stairhood (and the top of stairhood), flat roof, roof or garden forming part of any Flat Provided That the Manager shall at his own costs and expense repair and make good any damage so caused and be responsible for any liability for or caused by the negligent, wilful or criminal acts or omissions of the Manager or its employees, agents or contractors in exercising such power pursuant to this paragraph 3(f).

4. Control and operation and administration of Common Parts.

- (a) To, subject to paragraph 1, Part A, Schedule 3 of this Deed, have exclusive control over the Common Parts and to generally administer and manage the Common Parts.
- (b) To operate the Common Parts in such manner as the Manager deems fit.
- (c) To comply with and ensure compliance with all laws and provisions of the Land Grant which are applicable to the Common Parts or the Land as a whole (including without limitation provisions in the Land Grant relating to the Road or the Green Area).
- (d) To regulate pedestrian traffic in the Common Parts.
- (e) To prevent obstruction of the Common Parts.
- (f) If any article or vehicle is, in the Manager's opinion, causing obstruction of the Common Parts or is brought onto or remains in the Common Parts in contravention of this Deed or the Development Rules or parking fees payable in respect of any vehicle parked in areas comprised in the Common Parts have not been paid, to:
 - (i) remove and impound the article or vehicle concerned;
 - (ii) recover from the Owner who or whose tenant, licensee or visitor has brought the article onto the Common Parts (in this paragraph 4(f), the

“Defaulting Owner”) all costs and expenses incurred by the Manager in the removal and impoundment and (as the case may be) the parking fees in default and other penalties and charges;

- (iii) pending the recovery of such costs, expenses, parking fees, penalties and charges, claim a lien on the article or vehicle; and
- (iv) if these amounts are not paid within a time which the Manager may in its reasonable discretion determine, dispose of the article or vehicle in such manner as the Manager may decide and apply the proceeds towards payment of the amounts secured by the lien;

Provided That the Defaulting Owner shall indemnify the Manager, its employees, agents and contractors and keep them fully indemnified for any losses incurred in exercising the Manager’s powers under this paragraph 4(f).

- (g) To take all steps which the Manager considers appropriate for preventing any person from doing anything which may damage or interfere with the Common Parts or the normal functioning thereof.
- (h) To remove from the Common Parts any person who fails to comply with those of the Development Rules governing the use of the Common Parts or the conduct of any person using or present in the Common Parts.
- (i) To charge as the Manager deems fit a fee for the entry into and/or use of the Recreational Facilities (or any part thereof) Provided that all fees so received shall form part of the Management Funds.
- (j) Subject to the Land Grant, the law and Clause 8.4 and without prejudice to other rights and powers of the Manager, to carry out such works or other activities to or in the Common Parts in accordance with a resolution of the Owners’ Committee.
- (k) To suspend, close or shut down the Common Parts for repairing or replacement which the Manager deems necessary Provided That access to and use and enjoyment of the Unit of any other Owner shall not be unreasonably affected.

5. Refuse Collection.

- (a) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited in the Land or any part thereof.
- (b) To arrange for refuse to be collected from different parts of and removed from the Land, and to maintain all refuse collection facilities in accordance with the requirements of any Governmental or other competent authority.

6. Prevention of Erosion. So far as reasonably possible, to prevent any refuse or other matter being deposited, washed, eroded or falling from the Land onto any

neighbouring property and to remove any such refuse or other matter on or in the Land originating from any neighbouring property.

7. Utilities.

- (a) To make suitable arrangements for the supply of water, gas, electricity, telecommunication, information and other utility services to, from or for the Land.
- (b) Subject to Clause 8.4, to take such steps and make such arrangements from time to time as it considers appropriate to:
 - (i) increase the supply of any utility to the Development when existing supply may not be sufficient to cope with current needs; or
 - (ii) procure to be supplied to the Development any utility not previously supplied to the Development.

Without prejudice to the generality of the above, the Manager may (subject to Clause 8.4 and all approvals required under the law or the Land Grant having been obtained):

- (iii) install or permit any utility supplier to install additional plant, equipment and Conduits which are necessary for increasing the supply of or (as the case may be) supplying the utility concerned in such of the Common Parts as the Manager considers appropriate;
 - (iv) carry out all works to the Common Parts for the purpose of facilitating the installation of such additional plant, equipment and Conduits; and/or
 - (v) convert Common Parts currently used for other purposes for the installation of such additional plant, equipment and Conduits.
- (c) To install, maintain and operate as the Manager deems fit communal radio, television or telecommunication cables, aerials and satellite dishes, Conduits for the transmission of information and other similar apparatus serving the Development.
- (d) To take all reasonable steps to prevent any person from overloading any of the electrical installations and circuits in the Development.
- (e) To negotiate and enter into and perform contracts with operators or providers of telecommunication or internet services for the supply of such services to the Development Provided That the Manager shall not enter into any contract for the installation or use of aerial broadcast distribution or telecommunications network facilities or any contract for the provision of broadcast distribution network or telecommunications network services unless:
 - (i) the term of the contract does not exceed 3 years;

- (ii) the right to be granted under the contract is non-exclusive and the contract provides for sharing the use of the facilities and network with other service providers; and
- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services unless he is a subscriber to the relevant services.

Without prejudice to the generality of the foregoing, to make all necessary connections as the Manager deems appropriate to enable the transmission of the services to occupants of the Development.

8. Security. To provide and maintain as the Manager deems fit security personnel, closed circuit T.V. systems, burglar alarms and other security measures for the Land.
9. Appointment of Lawyers. To appoint as it deems fit solicitors or legal counsel to advise upon any matter which arises in relation to the Land or this Deed and to grant them authority to accept service on behalf of the Owners of legal proceedings relating to the Land (except proceedings relating to the rights or obligations of individual Owners) and in all proceedings to which the Government is a party to appoint a solicitor who will undertake to accept service on behalf of the Owners (whether for the purpose of Order 10 Rule 1 of the Rules of the High Court or otherwise) within 7 days of being requested to do so by the Government.
10. Contracts.
 - (a) To appoint or employ agents, contractors or sub-managers (including professional property management companies) to carry out various aspects of the management of the Development or management in respect of certain area(s) of the Development Provided That the Manager shall not transfer or assign its rights, duties or obligations under this Deed to any such third parties (who must remain responsible to the Manager) and the Manager shall at all times remain responsible for the management and control of the whole Development and no provision in this Deed shall be construed as taking away or reducing such responsibility.
 - (b) To appoint accountants to audit the management accounts and books and prepare the annual income and expenditure accounts and balance sheets.
11. Enforcement of Deed.
 - (a) To enforce and take all reasonable steps to ensure compliance with this Deed and the Development Rules by the Owners, occupiers and licensees of the Land including by the commencement, conduct, defence and enforcement of legal proceedings (the provisions of Clause 10.13 applying to any such action) and by the registration and enforcement of charges in accordance with Clause 10.14.

- (b) To recover all costs and expenses incurred by the Manager in relation to an exercise of its power under paragraph 11(a) of this Schedule from the defaulting Owner.
- (c) To forbid any Owner who breaches this Deed and his tenants and licensees from using the Common Parts until the default is rectified save for the transmission of utility services (including telecommunication) and obtaining access to the Owner's Unit.
- (d) To discontinue providing management services to any Owner who breaches this Deed.
- (e) To remove any structure or installation or to demolish any building works in any part of the Land which are in contravention of this Deed, the Land Grant, or the law and to recover from the Owner of the Unit concerned all costs and expenses incurred by the Manager in connection with the exercise of the power in this paragraph 11(e) and making good any damage thereby caused to any other part of the Land Provided That this paragraph 11(e) does not impose any obligation on the Manager to carry out any works or activities it is empowered to carry out under this paragraph 11(e).
- (f) To take such steps as the Manager deem appropriate for removing from the Land any animal the presence of which in the Land or any Unit constitutes a contravention of this Deed.
- (g) To remove from the Recreational Facilities, any person who fails to comply with or is in breach of any applicable Development Rule and to exclude any person who has been in persistent breach of such Development Rules from the use of the Recreational Facilities, for such period as the Manager shall in its discretion deem appropriate.
- (h) To post on the public notice boards of or other prominent places in the Development the unit number of any Owner who is in breach of this Deed together with particulars of the breach.

12. Dealings with Government.

- (a) To have the exclusive right to represent the Owners in dealings with the Government or any other competent authority or any other person concerning the Land as a whole or the Common Parts, with power to bind all Owners as to any policy adopted, decision reached or action taken in relation to any such dealings subject to the approval of the Owners' Committee or the Owners' Corporation (if formed).
- (b) Subject to the approval of the Owners' Committee or the Owners' Corporation (if formed), to surrender to the Government any part of the Common Parts on such terms and conditions and by deeds and documents of form and substance as the Manager deems fit.

- (c) To comply with any legislation and lawful requirements of the Government and any competent authority.
- (d) To comply with and take all steps the Manager may decide to ensure the compliance with all provisions in the Land Grant applicable to the Land as a whole (including without limitation provisions in the Land Grant relating to the Road or the Green Area).

13. Grant and acceptance of leases, rights.

- (a) To, subject to the prior approval of the Owners' Committee, grant upon such terms as it considers appropriate:
 - (i) rights of way and other easements and rights of any other kind (whether constituting an interest in land or otherwise) over or relating to any Common Parts; and
 - (ii) franchises, leases or tenancy agreements in respect of and licences to use any Common Parts;

in either case to such persons (including, without limitations, owners or occupiers of any adjoining or neighbouring property, the Government or members of the general public) Provided That all Owners' right, interest, use, access and enjoyment of their Units must not have been affected or interfered. All income and receipts arising therefrom shall form part of the Management Funds.

- (b) To obtain, upon such terms as the Manager deems fit but subject to the prior approval of such terms by a resolution of the Owners' Meeting duly convened under this Deed, grant of easements, licences or rights of any other kind whether constituting an interest in land or otherwise which will, in the opinion of the Manager, benefit the Owners and occupiers of the Land and to perform all terms and conditions on which such a grant is made.

14. Common Parts Shares. To take an assignment of and hold the Common Parts Shares and the Common Parts on trust in accordance with this Deed.

15. Staff and professional consultants.

- (a) To employ such staff and on such terms as it deems fit to enable it to perform its powers and duties under this Deed and to provide such staff with any necessary accommodation, uniforms, working clothes and all materials and equipment.
- (b) To retain the service of such professional consultants on such terms as it deems fit for the purpose of carrying out its powers and duties under this Deed.

16. Entry.

- (a) To enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency) any part of the Land to exercise or carry out any of its powers or duties under this Deed (including without limitation to carry out necessary repairs to the Development or abate any hazard or nuisance which does or may affect the Common Parts or Owners other than the Owner whose Unit are being entered under the power provided in this paragraph 16(a)) Provided That the Manager shall at his own costs and expense make good any damage and be responsible for any liability caused by the negligent, wilful or criminal acts or omissions of the Manager or its employees, agents or contractors in entering any part of the Land pursuant to this paragraph 16(a).
- (b) To replace broken window glass or glazing in any Unit which remains unreplaced for 7 days after the Manager has served a notice on the Owner or occupier of that Unit requiring him to replace the same Provided That this paragraph 16(b) does not impose any obligation on the Manager to replace any broken window glass in any Unit.

17. Development Rules.

With the approval of the Owners' Committee, if any, to make, revoke and amend Development Rules regulating:

- (a) the use, occupation, security, maintenance, fitting-out, decoration, renovation and environmental control of the Land or any part thereof;
- (b) the conduct of persons occupying, visiting or using the Common Parts and the conditions of such occupation, visit or use, including the payment of charges;
- (c) matters pertaining to the protection of the Common Parts; and
- (d) other matters pertinent to the beneficial management of the Land (including without limitation matters pertaining to the protection of the environment of the Land and the implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection);

Provided That Development Rules made or amended in accordance with this paragraph 17 shall not be inconsistent with or contravene this Deed (and in case of such inconsistency, this Deed shall prevail), the Ordinance or the Land Grant. Such Development Rules shall bind the Owners, their tenants, licensees and invitees. A copy of the Development Rules shall be posted on the public notice boards of the Development and a copy shall be supplied to each Owner on request on payment of reasonable copying charges. For the avoidance of doubt, the Manager may make or amend such Development Rules before the formation of an Owners' Committee in which case the approval of the Owners' Committee is not required.

18. Sub-Deed of Mutual Covenant.
- (a) To act as manager under a Sub-Deed of Mutual Covenant relating to any part of the Development and exercise all powers and perform all duties under the Sub-Deed of Mutual Covenant.
 - (b) Where a Sub-Deed of Mutual Covenant and/or Sub-Management Agreement or any similar deed or document is entered into in respect of any part of the Development and the Manager is not appointed Manager under the Sub-Deed of Mutual Covenant or other deed or document, to do all things as the Manager considers appropriate for co-ordinating with the manager appointed under such Sub-Deed of Mutual Covenant or other deed or document.
19. Consent. Subject as otherwise provided in this Deed, to give (with or without conditions) or withhold its consent to anything which requires its consent pursuant to this Deed and where any fee is imposed by the Manager as a consideration for the granting of such consent, such fee shall be held for the benefit of the Owners and be credited to the Special Fund. The Manager shall be entitled to charge not more than a reasonable administrative fee for issuing the consent.
20. Complaints. To deal with all enquiries, complaints, reports and correspondence relating to the Land.
21. Festive decorations. To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as it deems fit.
22. Meetings of Owners. To convene meetings of the Owners and to act as secretary in keeping the minutes of such meetings.
23. Acquisition of property. Subject to the provisions of this Deed (in particular, Clauses 8.4, 10.10, 12.10) and Schedule 7 to the Ordinance, to purchase, hire or otherwise acquire as it deems fit supplies, goods, services and/or facilities for use in relation to the Land.
24. Execution of documents. For the purpose of effecting any dealing or transaction relating to the Common Parts or the Common Parts Shares in accordance with this Deed, to execute and enter into any deed or document without joining any Owner (including any previous Owner) as a party thereto, the intention being that:
- (a) the Manager, as trustee holding the Common Parts and the Common Parts Shares in accordance with this Deed, is empowered to execute and enter into such deed or document; and
 - (b) such deed and document shall, upon execution by the Manager as trustee empowered as mentioned above, be binding on all Owners as beneficial owners of the Common Parts and the Common Parts Shares.

25. Environmental matters.

- (a) To provide appropriate and sufficient waste separation and recovery facilities consisting of materials that will not cause any fire hazard (including, but not limited to, waste separation bins) at such locations within the Common Parts:
 - (i) as it may consider suitable and convenient to facilitate waste separation and recovery by Owners and occupiers of the Development; and
 - (ii) so as not to cause obstruction to any fire escape route.
- (b) To ensure that recyclable materials recovered from the waste separation and recovery facilities or through the regular cleaning process shall be properly collected, stored and sent for recycling.
- (c) To maintain the waste separation and recovery facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development.
- (d) To organize on a regular basis activities it may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and encourage Owners and occupiers of the Development to participate in such activities with a view to improving the environmental conditions of the Development.
- (e) Subject to the approval of the Owners' Committee or the Owners' Corporation, if formed, to make Development Rules requiring Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes.

26. Decoration Deposits.

- (a) If any works are to be carried out to a Unit, to obtain from its Owner a refundable Decoration Deposit of a sum equal to 1 month's Monthly Management Fees payable for that Unit for the time being or of such amount as may from time to time be stipulated in the Development Rules.
- (b) Without prejudice to other rights and remedies of the Manager, to deduct from the Decoration Deposit any amount which an Owner is liable to pay to or indemnify the Manager under Schedule 5, paragraph 9(d) and to refund to the Owner concerned the balance (if any) of the Decoration Deposit without interest.

27. Matters outside boundary. To carry out and perform, in relation to the Green Area (to the extent that the same has not been re-delivered to the Government in accordance with the Land Grant), all acts, activities and works required by the Land Grant, the law or insurers of insurance taken out in relation thereto, or which are deemed appropriate by the Manager for performing and complying with the provisions of the Land Grant, the law or those insurers in relation to the same.

28. Geotechnical works. To inspect, keep and maintain in good and substantial repair and condition and carry out all necessary works in respect of the Slope Structures in compliance with the conditions of the Land Grant and in accordance with the Geotechnical Guidelines, the Slope Maintenance Manuals and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slope Structures and to employ suitably qualified personnel for that purpose.
29. NIAR. To comply with the NIAR in respect of all Noise Mitigation Measures forming part of the Common Parts.
30. Transformer Room Facilities. To repair, maintain and reinstate the Transformer Room Facilities during the term of the Land Grant.

SCHEDULE 8

WORKS AND INSTALLATIONS

The following works and installations, to the extent forming Common Parts (except in the case of Slope Structures):

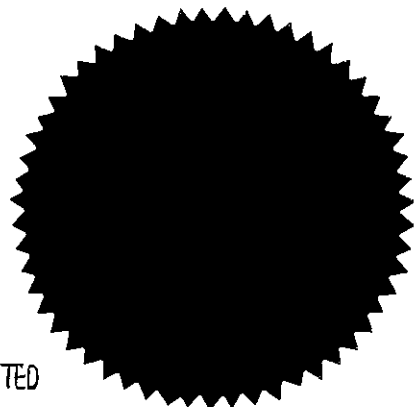
- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the Slope Structures (if applicable);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations;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

IN WITNESS whereof the parties have executed this Deed the day and year first above written.

THE FIRST OWNER

SEALED with the COMMON SEAL of)
EASY MERIT HOLDINGS LIMITED)
and SIGNED by)
TSUI, Yiu Cheung, Director)
WHEELOCK SECRETARIES HONG KONG LIMITED, Secretaries)
whose signature(s) is/are verified by:)

Paul Lau



[Signature]

Wan Shiu Man
Solicitor, Hong Kong SAR
Messrs. Baker & McKenzie

WHEELOCK SECRETARIES HONG KONG LIMITED
Secretaries

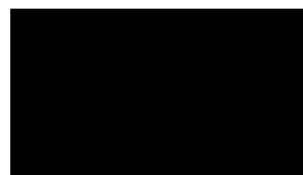
[Signature]

Wilson W. S. Chan
Director & Secretary

THE FIRST ASSIGNEE

SIGNED SEALED and DELIVERED by)
[Redacted])
[Redacted])
[Redacted])
[Redacted])

in the presence of:



[Signature]

Ho Sau Fong Amy
Legal Executive to Messrs. Baker & McKenzie
Solicitors, Hong Kong SAR

I hereby verify the signature of
Ho Sau Fong Amy

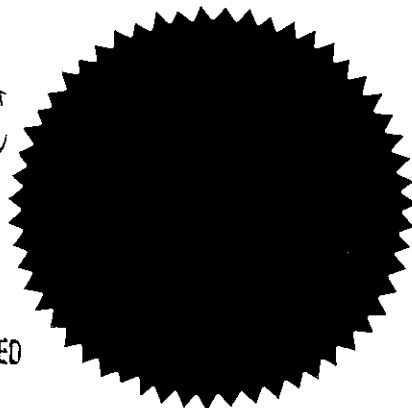
[Signature]

Ambrose Ng
Solicitor, Hong Kong SAR
Messrs. Baker & McKenzie

THE COMPANY

SEALED with the COMMON SEAL of)
HARRIMAN PROPERTY)
MANAGEMENT LIMITED and SIGNED)
by TSUI, Yiu Cheung, Director)
WHEELOCK SECRETARIES HONG KONG LIMITED, Secretaries)
whose signature(s) is/are verified by:)

Paul Tsui



[Signature]

Wan Shiu Man
Solicitor, Hong Kong SAR
Messrs. Baker & McKenzie

WHEELOCK SECRETARIES HONG KONG LIMITED
Secretaries

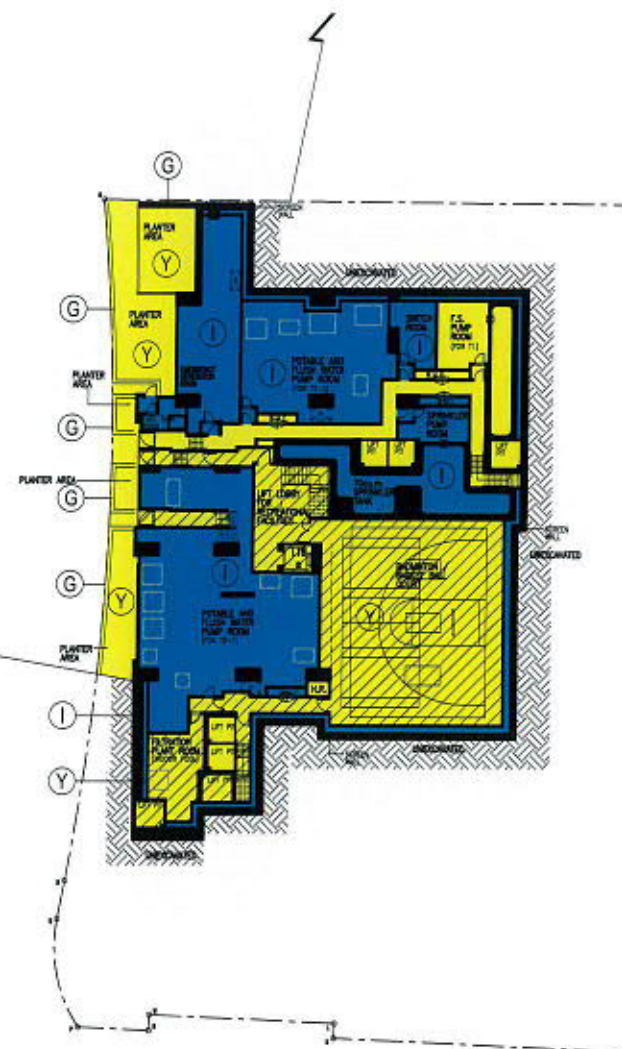
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.....
Wilson W. S. Chan
Director & Secretary

APPENDIX 1

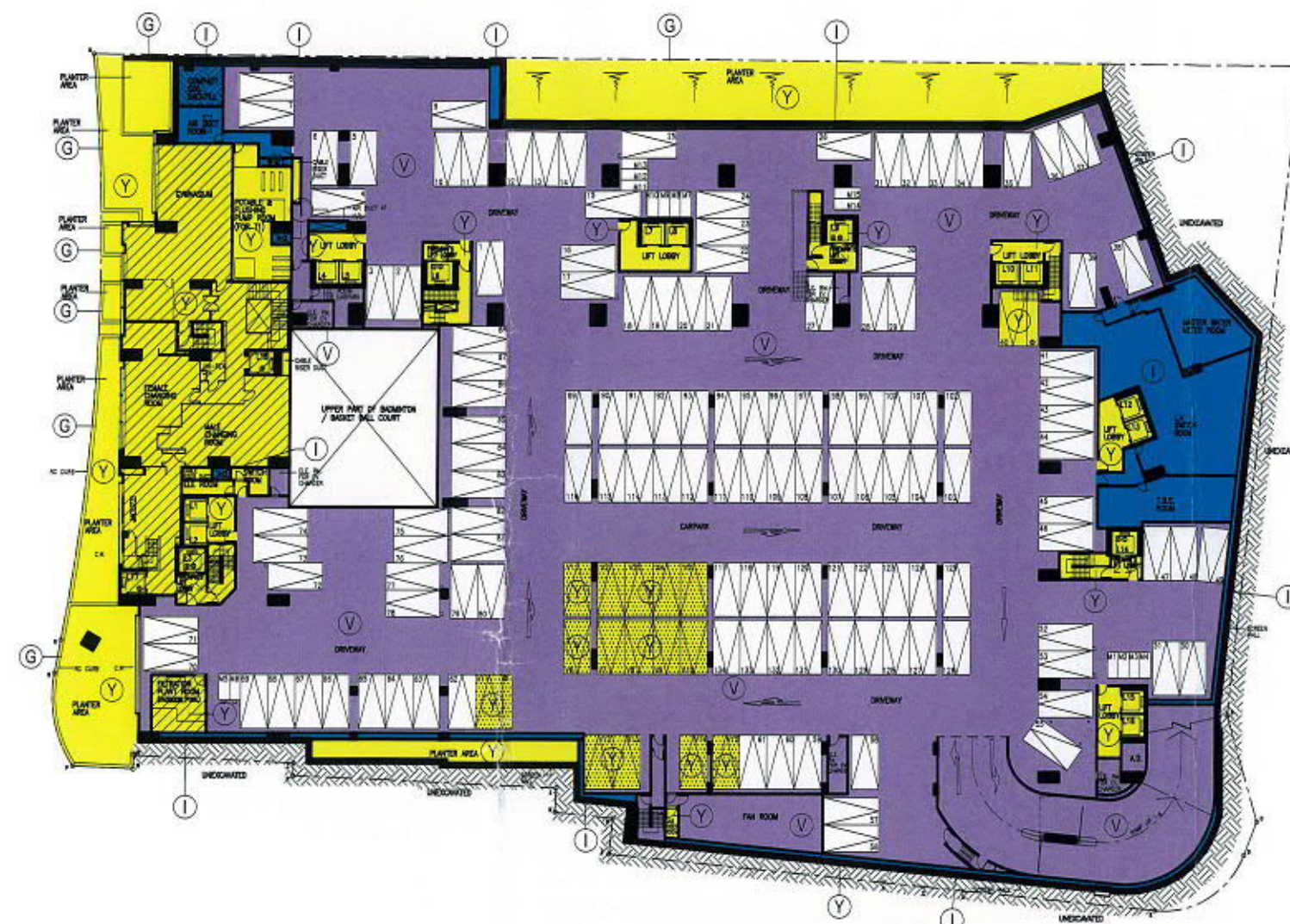
The Plans

LEGEND :

- I INDIGO - DEVELOPMENT COMMON PARTS
- Y YELLOW - RESIDENTIAL COMMON PARTS
- Y YELLOW HATCHED BLACK - RECREATIONAL FACILITIES (RESIDENTIAL COMMON PARTS)
- Y YELLOW STIPPLED BLACK - VISITORS' PARKING SPACES
- V VIOLET - PARKING COMMON PARTS



BASEMENT 2 FLOOR PLAN



BASEMENT 1 FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
Authorized Person (Architect)

23 MARCH 2018

G	03-2018	7th SUBMISSION
F	01-2016	6th SUBMISSION
E	10-2015	5th SUBMISSION (REV.)
D	09-2015	5th SUBMISSION
C	08-2015	4th SUBMISSION
B	02-2015	3rd SUBMISSION
A	01-2015	2nd SUBMISSION

NUMBER / 圖號 DATE / 日期 AMENDMENT / 修訂

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PROJECT / 工程項目

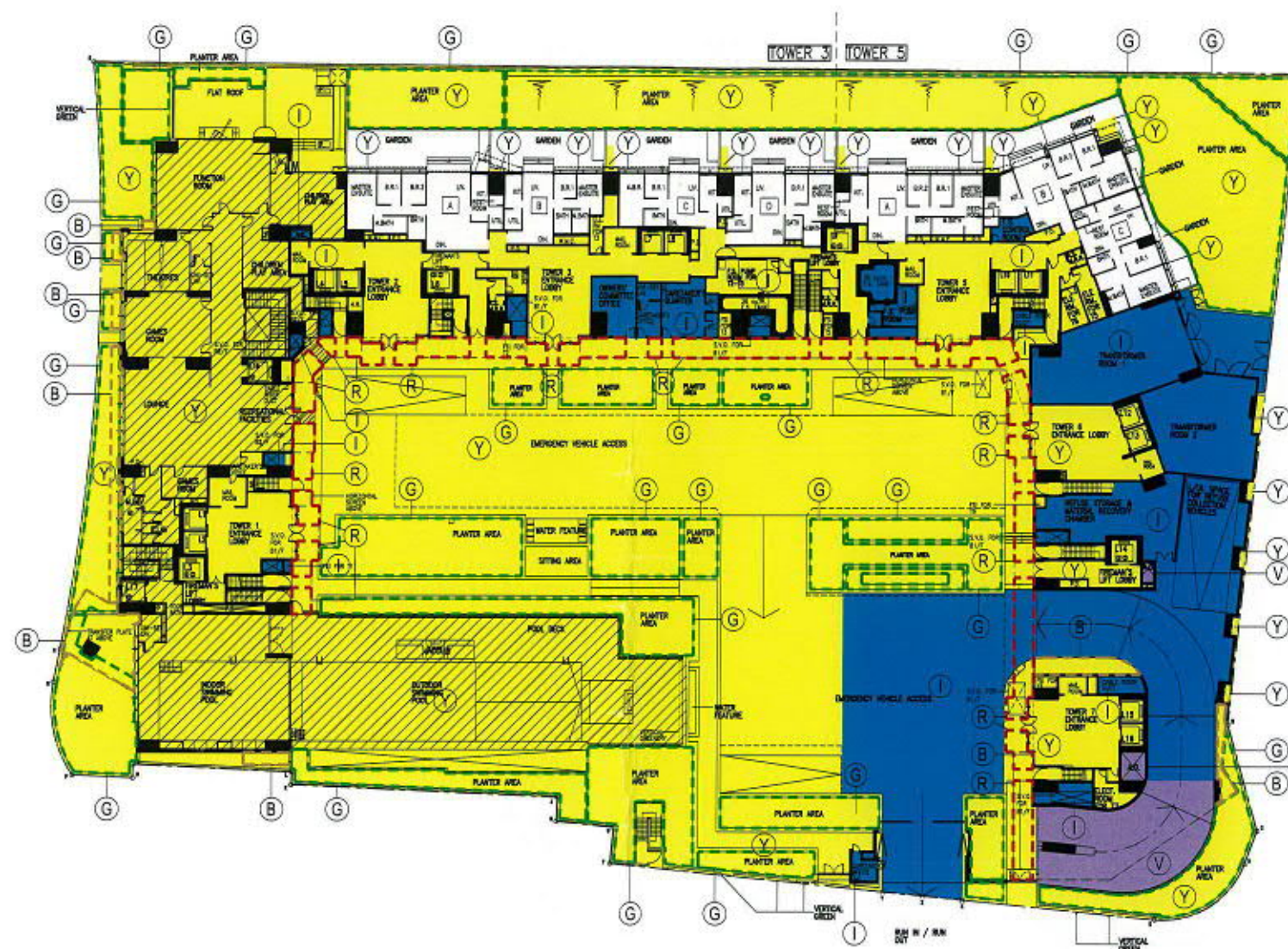
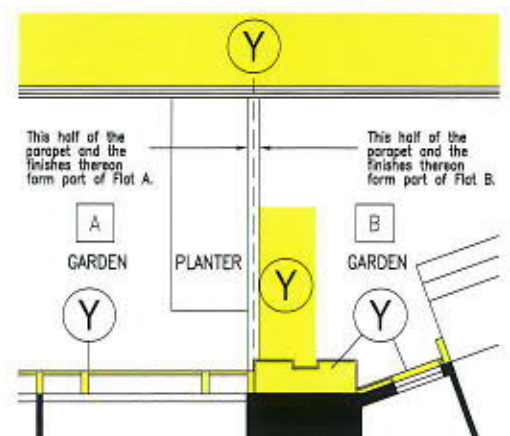
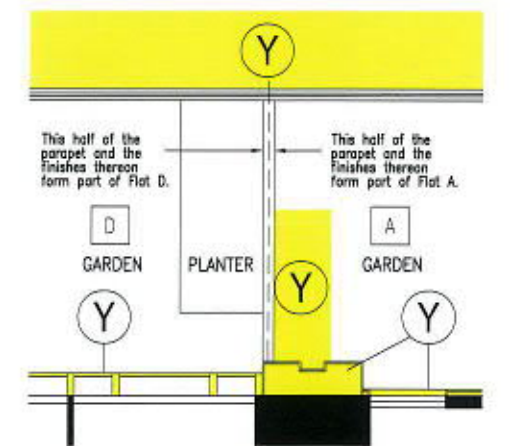
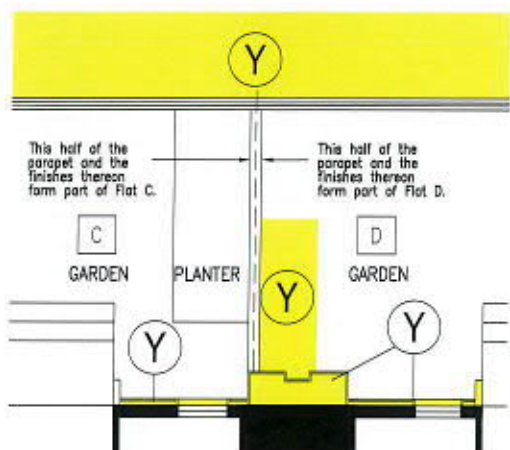
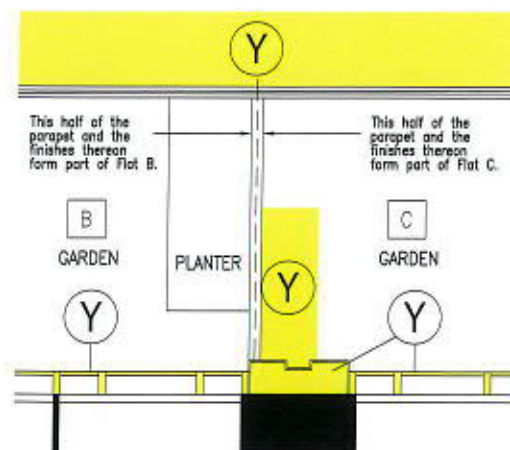
KOWLOON INLAND LOT No.11228,
HO MAN TIN KOWLOON

DRAWING / 圖名

BASEMENT 2 FLOOR PLAN
BASEMENT 1 FLOOR PLAN

SCALE / 比例	JOB NUMBER / 工程號碼
1:800 @ (A3)	4890
DATE / 日期	DRAWING NUMBER / 圖號
01-2016	DMC-A-01
DESIGNED / 設計	CHECKED / 校核
	APPROVED / 審核
	- A B C D E F G

* ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED
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* ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE
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TOTAL SIZE OF GREENERY AREAS= 1581.086 sq.m.

GROUND FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
Authorized Person (Architect)

23 MARCH 2018

LEGEND :

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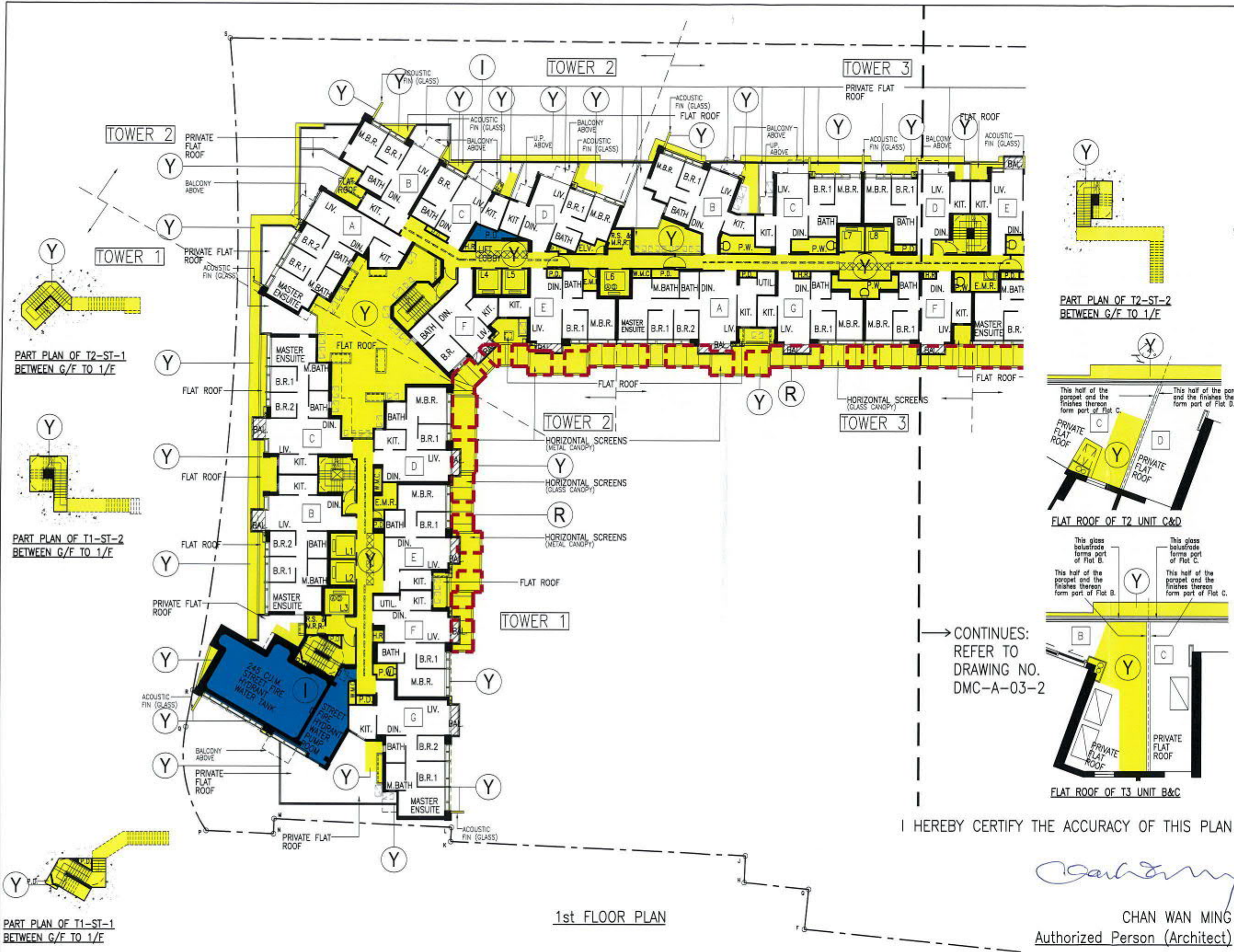
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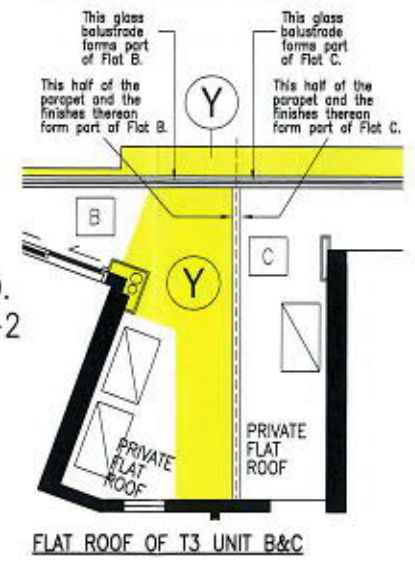
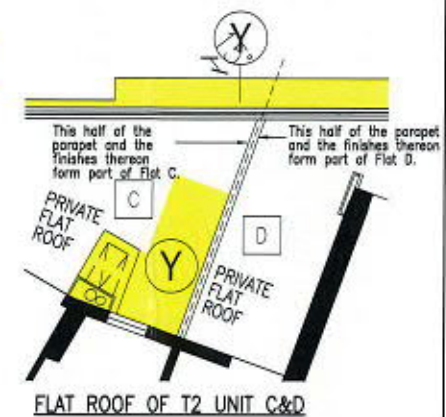
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BETWEEN G/F TO 1/F



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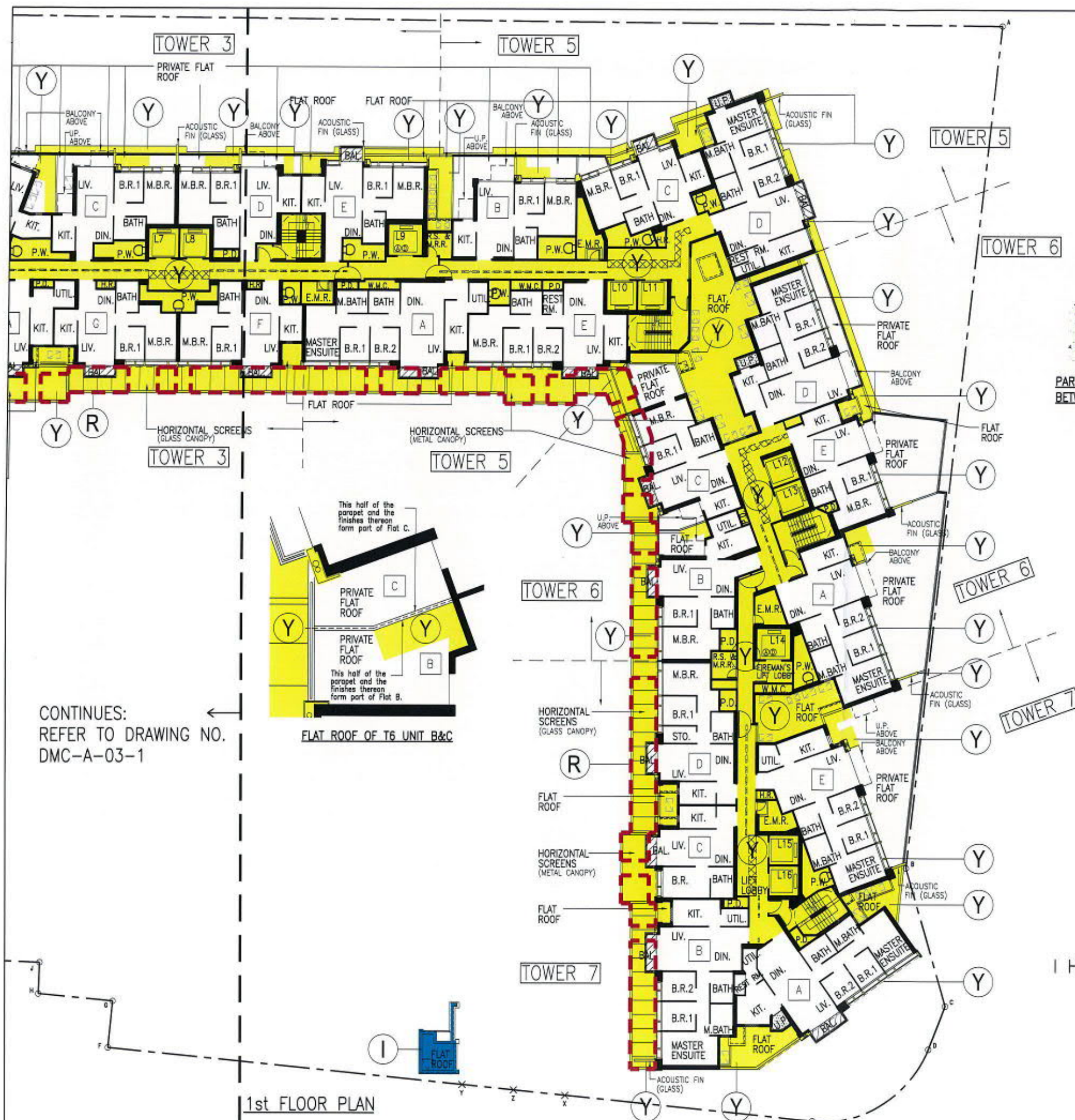
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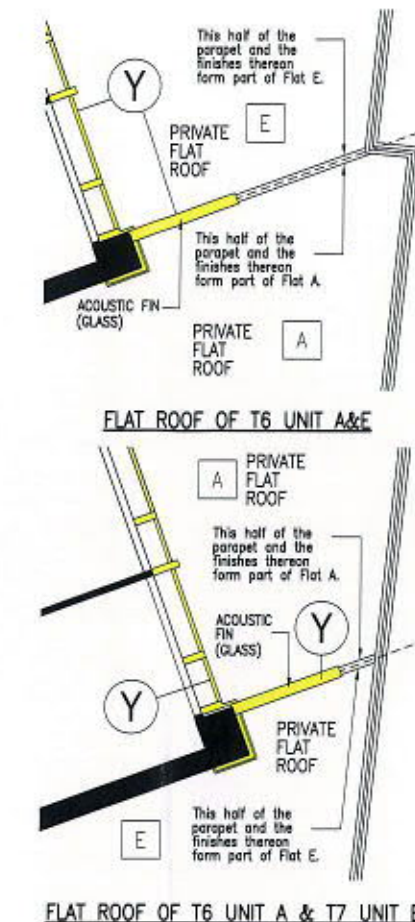
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BETWEEN G/F TO 1/F

PART PLAN OF T6-ST-1
BETWEEN G/F TO 1/F

PART PLAN OF T6-ST-2
BETWEEN G/F TO 1/F



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KOWLOON INLAND LOT No.11228,
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1st FLOOR PLAN

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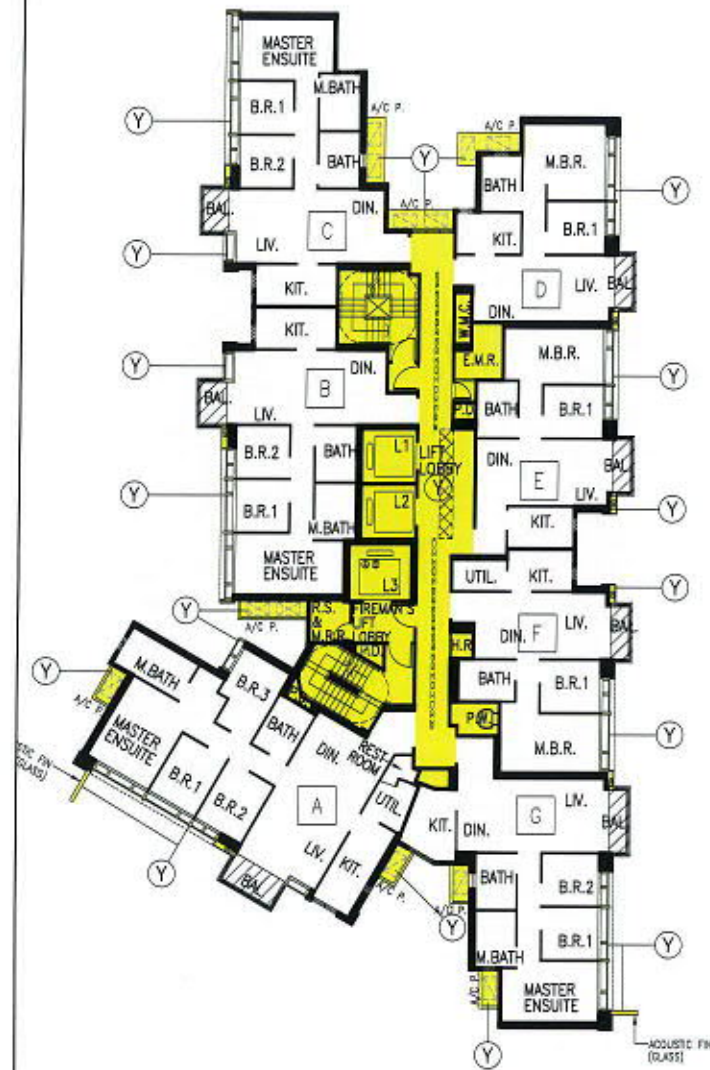
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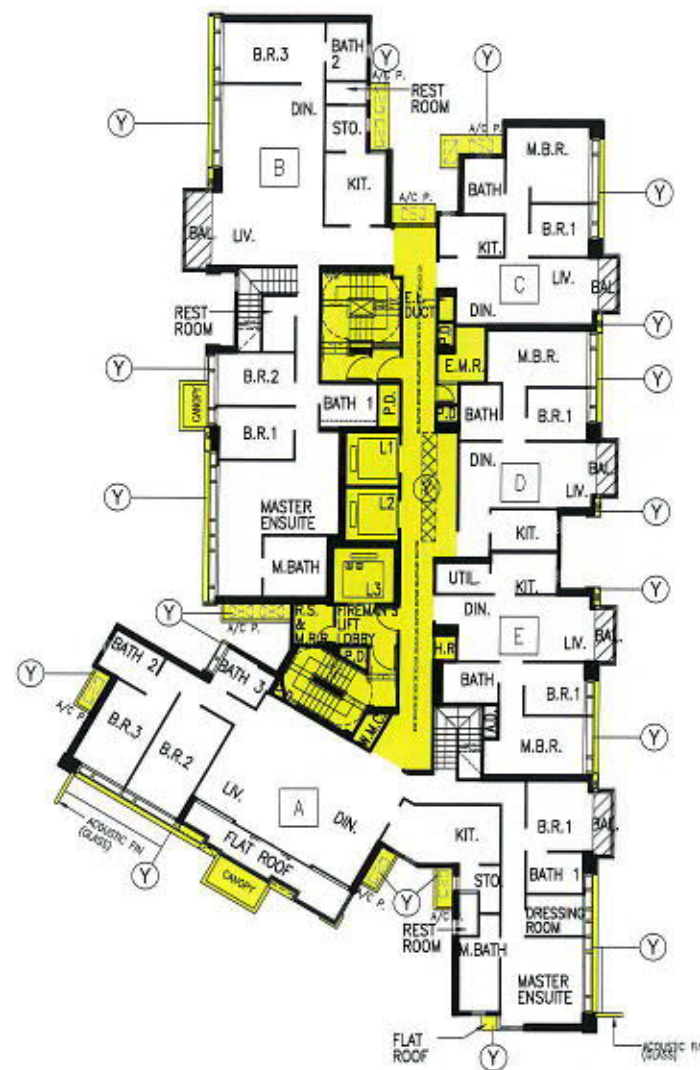
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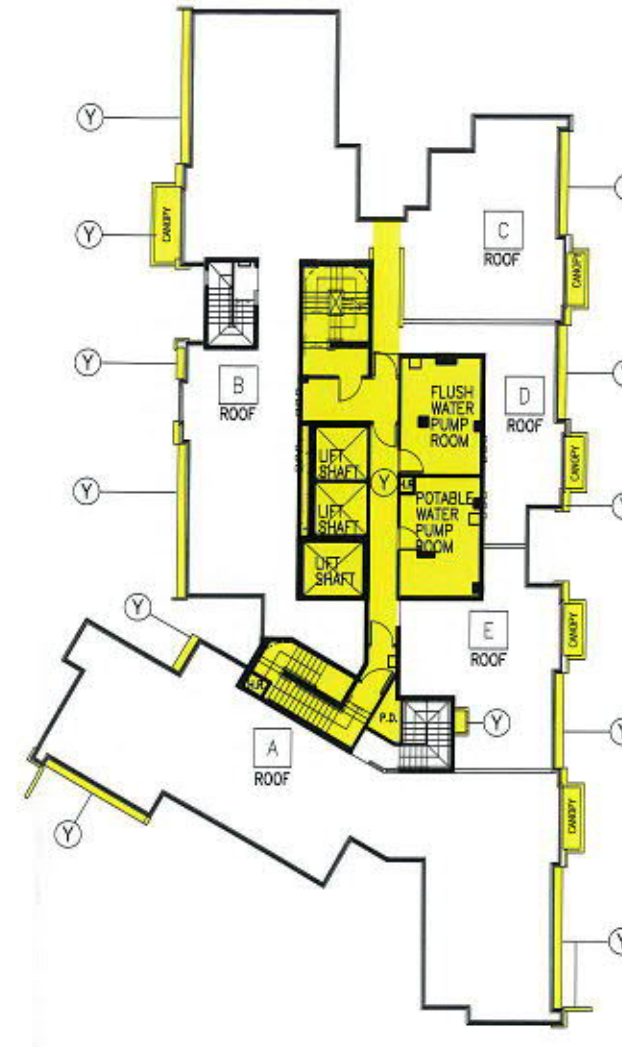
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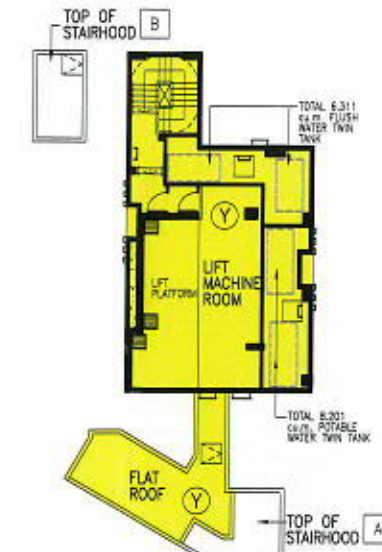
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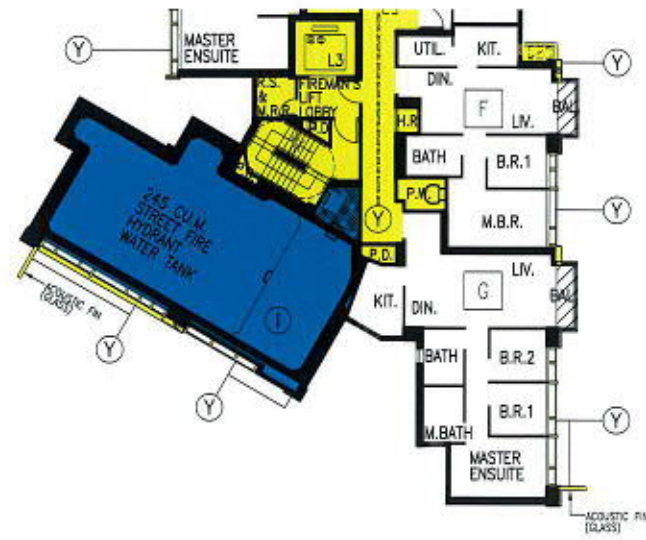
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DRAWING / 圖紙
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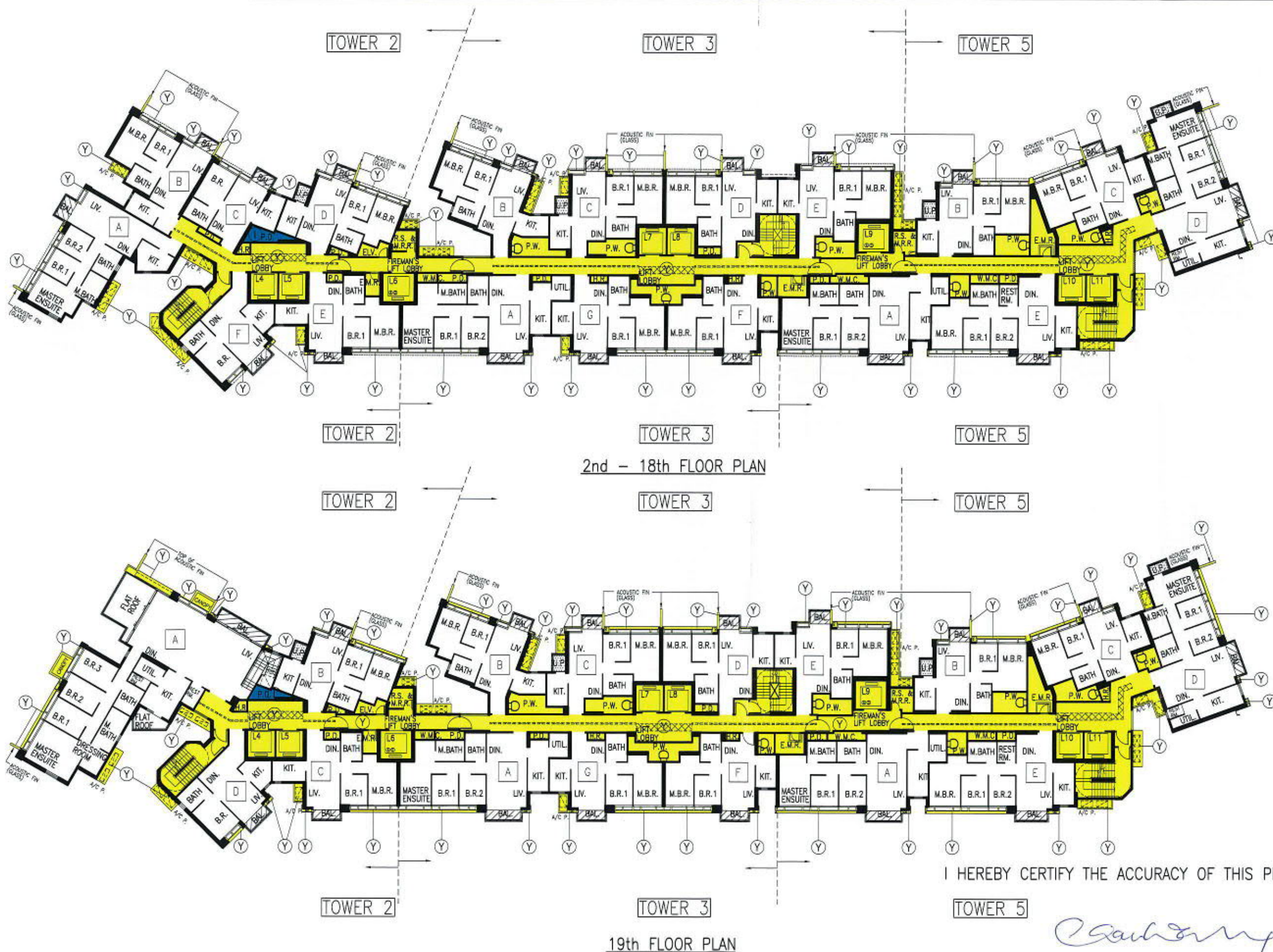
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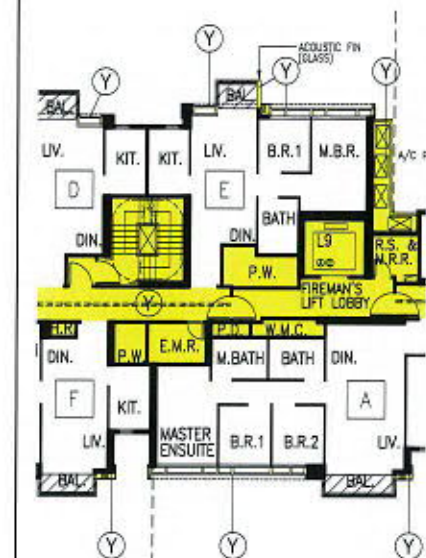
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FLOOR PLAN OF TOWER 2, 3 & 5
(SHEET 1 OF 2)

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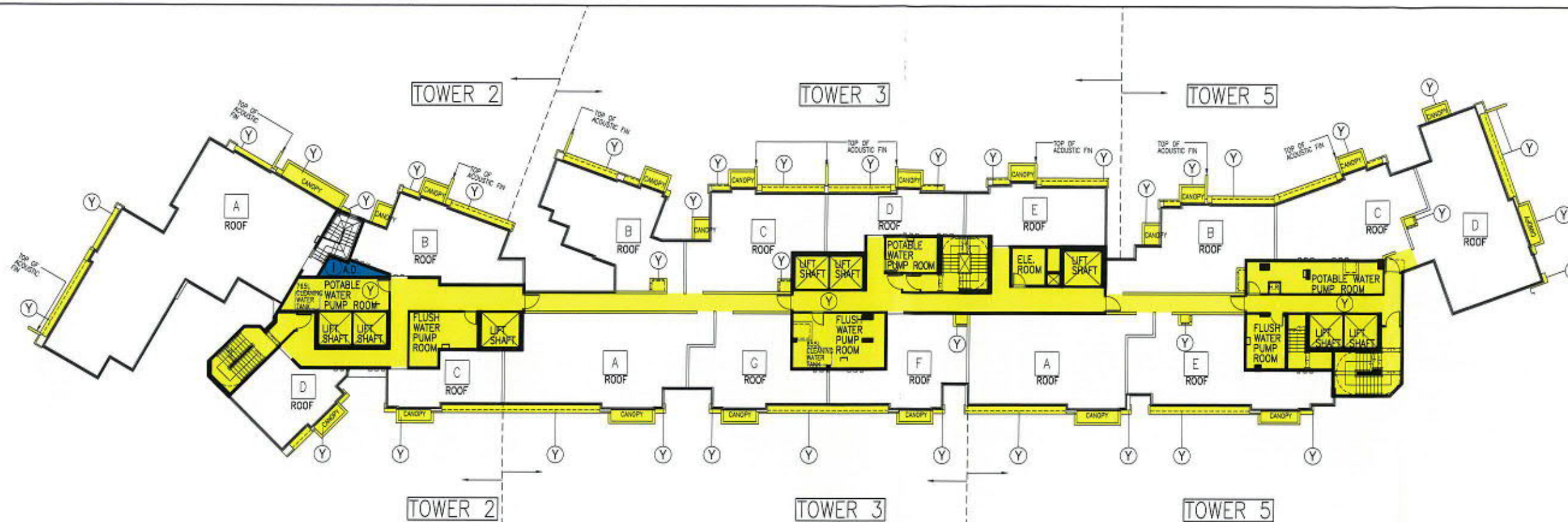
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TOWER 5

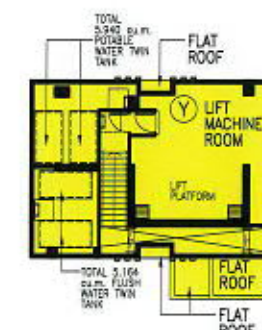
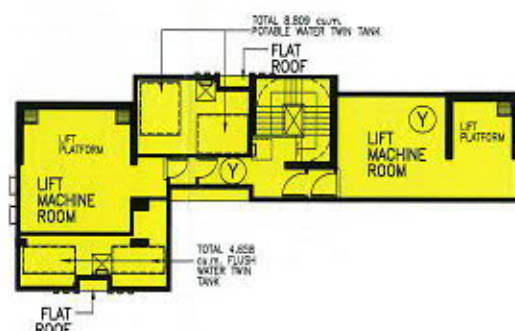
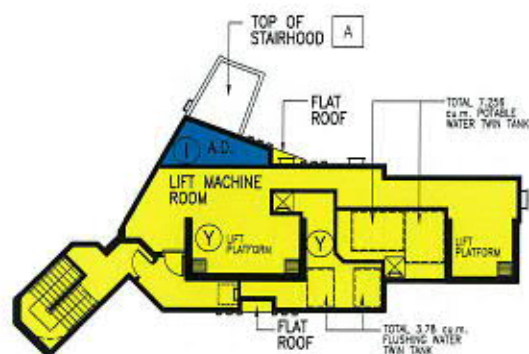
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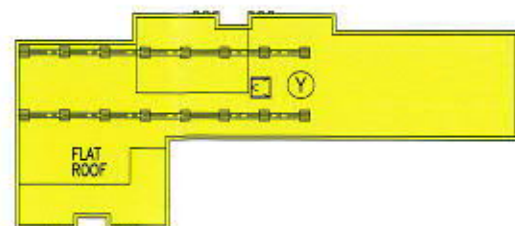
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FLOOR PLAN OF TOWER 2, 3 & 5
(SHEET 2 OF 2)

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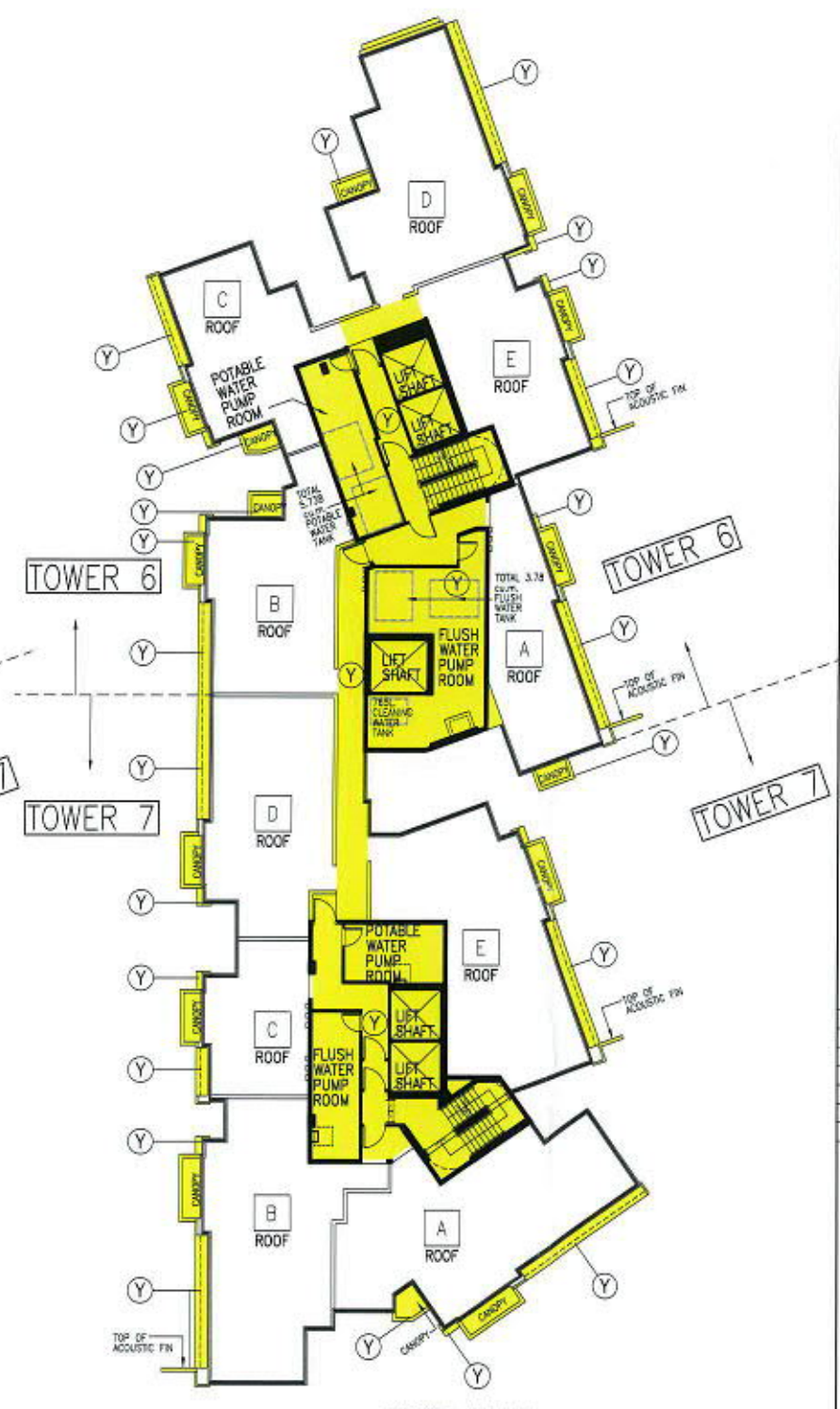
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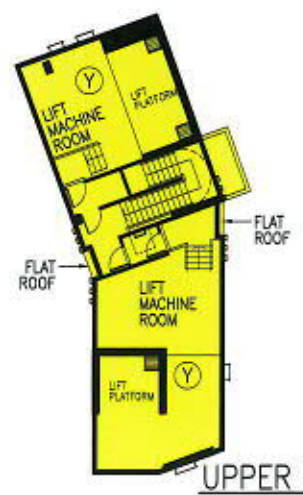
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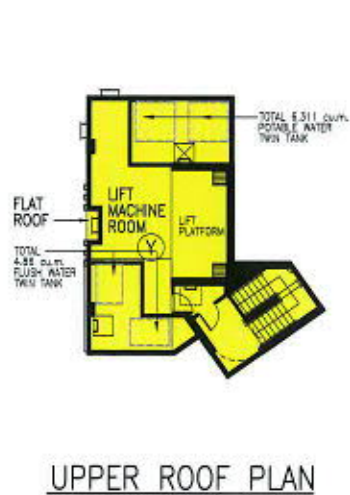
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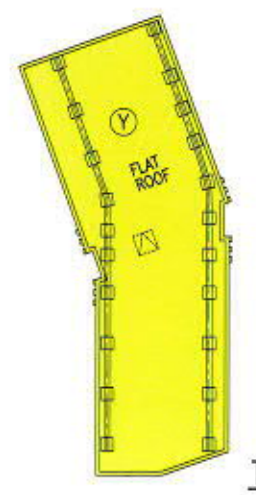
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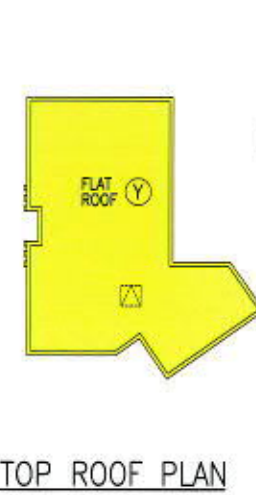
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UPPER ROOF PLAN



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APPENDIX 2

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Noise Impact Assessment for
Proposed Residential Development at Kowloon Inland Lot 11228
Ho Man Tin, Kowloon

Prepared for:
Easy Merit Holdings Limited

Prepared by:
Ramboll Environ Hong Kong Limited

Date:
January 2016

Reference Number:
R3354_V2.1



Prepared by:

Kole Lee
Environmental Consultant



Approved by:

Calvin Chiu
Senior Manager

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Appendix G: Site Survey Photos Record
Appendix H: Correspondence with Transport Department

1. Introduction

1.1 Background

- 1.1.1** A residential development has been proposed at Kowloon Inland Lot 11228 Ho Man Tin, Kowloon (herein referred to as “the subject site”). The subject site amounts to about 0.77 ha and is at close vicinity to surrounding road segments including Fat Kwong Street and Sheung Foo Street.
- 1.1.2** According to the Special Condition No. (11) of the Lease, the purchaser shall submit to the Director of Environmental Protection for his approval in writing a noise impact assessment (NIA). The NIA shall contain noise impact assessment of the surrounding roads and highways in connection with the development and recommendations for mitigation measures. The mitigation measures proposed in the NIA approved by the Director should be carried out at the own expense of the purchaser. In addition, the Information Statement of the Lease requires the NIA to demonstrate that all practicable measures have been incorporated to minimize the traffic noise impact and that the maximum road traffic noise level of at least 70% of residential units should not exceed 70dB(A)_{L₁₀}(1-hour). The NIA report (R3354_V1.8_dated May 2015) of the previous latest development scheme (Previous Scheme) was approved on 28/5/2015.
- 1.1.3** Recently, an updated development scheme (Latest Scheme) is proposed. There is a revision of the residential tower, podium building, solid parapet wall, canopies along the podium boundary and replacement of maintenance windows by fixed-glazing. This report is to verify the road traffic noise performance based on the proposed changes.
- 1.1.4** Ramboll Environ Hong Kong Limited has been appointed to update necessary assessment to assess the potential road traffic noise impact based on the Latest Scheme. Architectural drawings and technical information on the proposed development are provided by the project architect (P&T Architects and Engineers Limited). The relevant traffic forecast data previously provided by the project traffic consultant (LLA Consultancy Limited) and endorsed by Transport Department has been adopted.

1.2 The Site Environs

- 1.2.1** The subject site is currently zoned “Residential (Group A)” under Ho Man Tin Outline Zoning Plan (No. S/K7/24). Its topography is slightly sloping downward from north to south direction (about 44mPD down to 38mPD). It is bounded by Fat Kwong Street to the southwest, Sheung Foo Street to the southeast and local road leading to a temporary public transport interchange (PTI) to the northwest. Ho Man Tin Estate is situated to the southeast of the subject site. The surrounding areas are dominated by residential, institutional and recreational uses.
- 1.2.2** The northwestern portion of the subject site is topographically higher. **Figure 1** shows the location of the subject site and its environment.

1.3 Previous Development Scheme

- 1.3.1 The Previous Scheme (See **Appendix A**) consists of 3 residential towers with maximum of 17 storeys including G/F. There are altogether 562 residential units. The maximum building height (measured at the main roof of the tower) is about 100 mPD. The subject site is quadrated in shape. Tower T1 is positioned on the southwestern part of the subject site close to Fat Kwong Street. T2, T3 & T5 as a cluster are situated on the northwestern side of the subject site. The remaining tower T6 and T7 as a cluster are positioned on the northeastern side. G/F is elevated at 41.9mPD. Typical floor-to-floor height is 3.15m whereas those of Garden Units (G/F) and Simplex (19/F) are 3.5m respectively. The tentative completion year is 2017.

1.4 Latest Development Scheme

- 1.4.1 In the latest development scheme, maximum building height, the numbers of towers and the tentative completion year have been followed. The total number of flat units is slightly decreased from 562 to 561. The major changes are the rearrangement of blocking at T2, omission of T1 unit A on 1F and 2F, reorientation of blockings at T3 (Unit B, C, D, E) and T5 (Unit B).
- 1.4.2 The Layout Plans and Scheme Diagrams are shown in **Appendix B**.

1.5 Appraisal of Noise Environment

- 1.5.1 The subject site is surrounded by institutions to the south and northwest, public housing developments to the southeast and a vacant site (KIL 11227) planned for residential development to the northeast.
- 1.5.2 There is an existing temporary Public Transport Interchange (PTI) to the northwest of the subject site. Site survey has been conducted to investigate if there would be stacking of buses overnight at the existing PTI. It was observed that the last schedule of bus would arrive and drop off passengers at the terminating point, and then would depart from the bus station immediately. Site survey photos record is attached in **Appendix H**. Transport Department (TD) has also confirmed that there would not be buses parking overnight. Correspondence from TD is shown in **Appendix I**. Furthermore, as stipulated in the special condition (3) of the lease, the project proponent is required to implement road improvement work for a carriageway to the northeast of the subject site in connection to the temporary PTI, the PTI will be suspended prior to operation of the development and the bus stops within the temporary PTI will be relocated as lay-bys in the future public road (i.e. Sheung Foo Street) as shown in **Appendix C**. According to the Traffic Contraventions Cap. 237 Fixed Penalty Ordinance Section 12 Defences and its Schedule 2 1D(iii), public bus parking overnight at bus station or terminus is not allowed. As there would not be stacking of buses overnight in Sheung Foo Street, no adverse noise impact is anticipated from the operation of existing PTI and the proposed bus lay-bys.
- 1.5.3 The noise environment is mainly dominated by road traffic along carriageways including Fat Kwong Street and Sheung Foo Street. Princess Margaret Road to the further west also contributes certain degree of noise impact to higher level of the proposed development in the subject site due to its heavy traffic flow. Carriageways to the south within assessment area include Good Shepherd Street, Chung Hau Street and Carmel Village Street but are generally shielded by buildings so that the impact on the subject site is already alleviated.

- 1.5.4** There is no industrial and railway noise source identified in the surrounding so that no impact is anticipated on the proposed development.

2. Road Traffic Noise Impact Assessment

2.1 Introduction

- 2.1.1 This traffic noise impact assessment is prepared to address road traffic noise impact on the noise sensitive uses of the proposed development and recommend mitigation measures where practicable to attenuate the impact.

2.2 Assessment Criteria

- 2.2.1 Noise standards are recommended in the Hong Kong Planning Standards and Guidelines (HKPSG) for planning against noise impact from sources such as road traffic, railway and aircraft. The Traffic Noise Standards that are relevant to the current assessment are presented in **Table 1**. The applicable standard is road traffic noise standard on domestic premises, which is $L_{10}(1\text{-hour})$ 70dB(A).

Table 1: Traffic Noise Standards	
Noise Sensitive Uses	Road Traffic Noise, $L_{10}(1\text{-hr})$ dB(A)
<i>All domestic premises including temporary housing accommodation</i>	70
<i>Hotels and hostels</i>	70
<i>Offices</i>	70
<i>Hospitals, clinics convalescences and homes for the aged (diagnostic rooms and wards)</i>	55

N.B. The above standards apply to uses which rely on opened windows for ventilation.

Source : HKPSG Table 4-1.

- 2.2.2 According to the Information Statement of the Lease, the NIA is required to demonstrate that a road traffic noise compliance level of not less than 70% can be achieved.

2.3 Assessment Methodology

- 2.3.1 In this assessment, the potential noise impact arising from nearby existing and future road carriageways on the development has been assessed. It involved the prediction of future noise impacts on Noise Sensitive Receivers (NSRs) arising from peak hourly traffic flows along existing and future road carriageways situated within or in the vicinity of the subject site. Calculations of predicted road traffic noise were based on the peak hour traffic flows within a 15-year period from the target completion date, year 2017. For worst-case scenario evaluation, the assessment year was chosen to be 2032, which has the maximum forecasted traffic. The traffic forecast of year 2032 provided by Project Traffic Consultant, involving traffic flows and mix, were used in this traffic noise impact assessment and attached in **Appendix C**. The traffic forecast has been endorsed by Transport Department and is shown in **Appendix C**.
- 2.3.2 The U.K. Department of Transport's procedure "Calculation of Road Traffic Noise" was used to predict the hourly L_{10} noise levels generated from road traffic at selected representative NSRs. Practicable environmental mitigation measures have been recommended, where necessary. The

predicted noise levels were compared with the relevant HKPSG noise standards (i.e. $L_{10}(1\text{-hour})$ 70dB(A)).

2.4 Road Characteristics

- 2.4.1 **Appendix B** presents the predicted 2032 two-way peak hour traffic flows and mix on the main road carriageways surrounding the subject site. Other road carriageways are either with very little traffic flow or already shielded by other buildings in the vicinity so that the impact derived from these road carriageways is considered insignificant. Except a segment of Princess Margaret Road (between Perth Street and Fat Kwong Street) with speed limit of 70km/hr, all other roads are assumed with speed limit of 50km/hr. All roads are assumed of impervious surface in this assessment. The proponent is required to implement road improvement work for a carriageway to the northeast of the subject site in connection to the temporary Public Transport Interchange (PTI) prior to operation of the development. Therefore, the alignment of the carriageway will be slightly different from the existing condition. In the assessment, the future road alignment shown in **Appendix C** is included in the model.

2.5 Noise Sensitive Receivers

- 2.5.1 A number of Noise Sensitive Receivers (NSRs) are selected for the assessment. All assessment points were taken at 1.2m above the floor and 1m away from the facade of ventilation windows of rooms of sensitive use (living rooms and bedrooms). **Figure 2a – 2d** shows the location of the selected NSRs of both typical and non-typical floors for traffic noise impact assessment.

2.6 Design Constraints and Noise Mitigation Measures of the MLP

- 2.6.1 The proposed development is subject to various constraints which restricts the design of the layout.

a. Building Height Control and Spatial Restriction

Under current Outline Zoning Plan, the maximum building height of the building blocks is 100mPD. However, the existing ground elevation is from about +41mPD. The effective building height is approximately 59m or lower. Furthermore, building separation requirement (i.e. require separation between two towers) and the limited size of the subject site make it infeasible for the towers to further setback from carriageways. Therefore, in order to cater for the development potential, more number of towers occupying considerable footprint is inevitable.

b. Entrance and Emergency Vehicle Access (EVA) Requirement

The entrance of the subject site is located on the southeast side at Sheung Foo Street. According to COP (Code of Practice) for the provision of means of access for fire-fighting and rescue purposes 2004, paragraph 24.2 (c), a major façade of a building should have 25% of frontage within 10m from EVA. Therefore, EVA should be designated and aligned from the entrance to most façades not facing outwards. It will occupy significant site area among the southeastern portion of the subject site.

- 2.6.2 According to the traffic forecast, it is likely that noise impacts from Fat Kwong Street and Sheung Foo Street are high among carriageways bounding the subject site. Various noise mitigation measures as listed below have been duly studied and incorporated in the MLP where possible.

a. Setback of the Development

The building height control, entrance and EVA make it difficult to utilize southeastern portion of the subject site and building footprint cannot be reduced. Therefore, possible setback from directions other than southeast direction is limited. The setback from the nearby carriageways has been maximized to minimize the traffic noise impact.

b. Orientation of Buildings

The major road traffic noise is induced by traffic flow from Fat Kwong Street to the southwest, and the local carriageway to the northeast. In order to minimize the traffic noise impact, the residential towers are orientated to avoid direct line of sight to these two carriageways as far as possible. For the southwestern façade of T1 & T2, open windows of sensitive uses are designed to maintain certain angles away from Fat Kwong Street instead of in parallel to it in order to attenuate noise impact. Due to the provision of plantation at the area between the south western boundary and T1, disposition of unit B of T1 is limited. Same design is applied to the northeastern façade of T6 and T7 to minimize noise impact from local road to the northeast of the subject site.

Façade along northwest boundary of T2 and T3 nearer to Fat Kwong Street have been tilted away from Fat Kwong Street, and façade of T5 has been oriented away from the location carriageway to the northeast so that angle of view to their respective major noise sources would be reduced. The west end unit of T2 and north end unit of T5 are intentionally extended outwards in order to provide shielding for remaining units of T2 and T5 along northwest boundary to further reduce their view angle to these major noise sources.

Further orientation of Towers would either be ineffective in minimizing road traffic noise impact or obstruct the views and therefore was not recommended.

c. Use of Vertical Fin and Fixed Glazing

The orientation of open windows along Fat Kwong Street and local road to the northeast are designed to avoid direct line of sight to the carriageways as far as practicable. Vertical fins are adopted at selected locations of the residential towers. View angles to the carriageways as the traffic noise source are minimized. Vertical fins ranging from 0.9m to 1.5m are proposed. Further increase of fins length on specific location is not feasible due to design and statutory constraints:

- (i) The proposed development comprises of special units at ground floor and typical units at the tower from 1/F to 19/F. As refer to the CAP123F Building (Planning) Regulations (30), (31) and (32), every room used for habitation shall be provided with natural lighting and ventilation by means of 'prescribed window' facing external air. The compliance of prescribed window can be demonstrated by (a) a rectangular horizontal plane in compliance with the requirements under B(P)R (31), or (b) an UVA cone in compliance with the requirements under PNAP APP-130.
- (ii) The architectural fins at the northeastern façade are already located immediate to the site boundary. Further increase of fin length may result in protrusion of structures outside the subject site, which is thus considered not feasible.
- (iii) Furthermore, the longest fins proposed are already of 1.5m long, further extension of the length of fins would significantly affect the view and natural ventilation of the respective flat units. The impacts on occupants are not desirable and therefore further extension of fin length is not recommended.

Southwestern façade of unit B of T1 are designed to be parallel to Fat Kwong Street. Extension of vertical fin was considered not effective to reduce the view angle to the carriageway.

Fixed glazing is usually used for locations facing the noise source in conjunction with vertical fin.

The locations of vertical fin and fixed glazing are shown in **Figure 3a – 3e**.

d. Use of Solid Parapet (Acoustic) Balcony

In case the assessment determines the need to provide extra protection, balcony structure containing solid parapet on 3 sides to provide shielding for living rooms will be adopted. The ceiling of the solid parapet balcony will then be covered with sound absorption material to minimize reflection of noise. The depth of the balcony is more than 1m and the solid parapet of the balcony is of at least 1.1m high. The NSR (which is put at 1m away from opening of window) will be within the balcony feature and shielded by the parapet of the balcony. According to the standard acoustical principle, a 5dB reduction is normally assumed for noise source just shielded. However, taking into account possible noise reflection from ceiling (even sound absorptive material will be applied on it), a noise reduction of 2 dB is assumed as in many other applications and this study. The location of solid balcony of the towers is illustrated in **Figure 3a – 3e**.

e. Solid Parapet Wall along the top of Podium/Club House

As setback from the carriageways (namely Fat Kwong Street to the south and the local road to the north of the subject site) is not feasible, solid parapet wall (top level from 50.1 mPD to 50.2 mPD) is elevated along the edge of the top of the podium/club house to provide further shielding for the low- to mid-levels residential units which are facing the surrounding roads. As the lowest residential floor is already at 48.95mPD, this solid parapet wall would already result in some blockage of view of the residents. **Figure 3b** indicates the location where the solid parapet wall is elevated.

f. Horizontal Canopy Extended from Podium Top

Unit B and unit C of Tower 1 and Unit A of Tower 2 in typical floor are positioned nearest to southwest site boundary resulting in a relatively high traffic noise level of 79dB(A) at the low-levels of the residential units under unmitigated scenario. While the high traffic noise level can be slightly alleviated by the adoption of acoustic balcony for the living room, the remaining bedrooms at low level are still being affected. Therefore, canopies of up to 0.8 m depth extended from the podium top underneath (at 48.7 mPD) lowest residential floor is proposed to provide additional shielding for the low- to mid-levels of that particular flat unit (as illustrated in **Figure 3c**).

g. Erection of Solid Fence Wall

Fence wall along the site boundary has been erected to serve as security purpose and to provide noise shielding to protect sensitive uses at low- to mid-levels of the residential towers. Erection of 2.5m high fence wall all along site boundary on street level is proposed except for the two locations in front of Fat Kwong Street to the southwest and the local road to the northeast. The low- to mid-levels of the residential towers in front of the two locations are instead shielded either by the podium or club house situated immediate to the respective site boundaries with the height of 48.95mPD. Therefore, the use of solid fence wall along these two locations would not be effective to reduce noise impact and is therefore not adopted.

Further increase of fence wall height is considered to be ineffective in reducing exceedances and would possibly block the air ventilation and view from the residential units at lower levels and is, thus, not recommended.

h. Noise Insulation.

The use of noise insulation and air conditioners is recommended as a last resort after exhausting all other reasonable means and direct noise mitigation measures. In fact, for marketing reasons, all habitable rooms (i.e. living, bedrooms and dining rooms) in new private residential developments like the proposed one will be equipped with air conditioners and well gasketed windows as an overall improvement to the indoor environment irrespective of the environmental conditions outside. According to the predicted road traffic noise level, single frame double pane windows will be adopted for those units with exceedance of road traffic noise level.

- 2.6.3** Various noise mitigation measures as shown have been duly studied and all practicable mitigation measures have been considered and exhausted where practicable and effective, and incorporated into the MLP. **Figure 3a – 3e** shows the proposed direct noise mitigation measures.

2.7 Assessment Result with Proposed Noise Mitigation Measures

- 2.7.1** The predicted traffic noise impacts on the selected NSRs based on unmitigated scenario is summarized in **Appendix D**. Based on the unmitigated scenario, noise mitigation measures were considered and exhausted as far as practicable.
- 2.7.2** The result in **Appendix E** showed that with all practical and effective noise mitigations considered, exhausted and adopted (as described in **Figure 3a – 3e**), there were 146 out of a total of 561 residential units with the predicted noise level exceeding the criterion of 70dB(A). The maximum noise level of 77dB(A) is found at Tower T1. The road traffic noise compliance level is over 70% which meets the requirement under the Information Statement of the Lease.
- 2.7.3** According to the predicted result, air conditioning with minimum 6mm pane well gasketed openable window is recommended in HKPSG for units with residual exceedance are considered adequate. Nevertheless, the applicant commits to adopt single frame double pane window for units with exceedance as the last resort to further improve the noise insulation performance.

3. Conclusion

- 3.1.1** A road traffic noise impact assessment has been carried out for the proposed development with respect to Special Condition No. (11) of the Lease.
- 3.1.2** The package of direct noise mitigation measures including setback from major traffic noise source, orientation, use of vertical fin, solid parapet balcony, solid parapet wall on top of podium/clubhouse, horizontal canopies extended from podium top, 2.5m-high solid fence wall and fixed glazing are proposed to improve the road traffic noise performance.
- 3.1.3** With all practical noise mitigation measures considered, exhausted and incorporated for implementation where appropriate, the traffic noise compliance level is 74%, which satisfies the requirement under the Information Statement of the Lease.
- 3.1.4** As a last resort, noise insulation measures by means of single frame double pane well gasketted openable window and air conditioning will be adopted for units with noise exceedance.

FIGURES

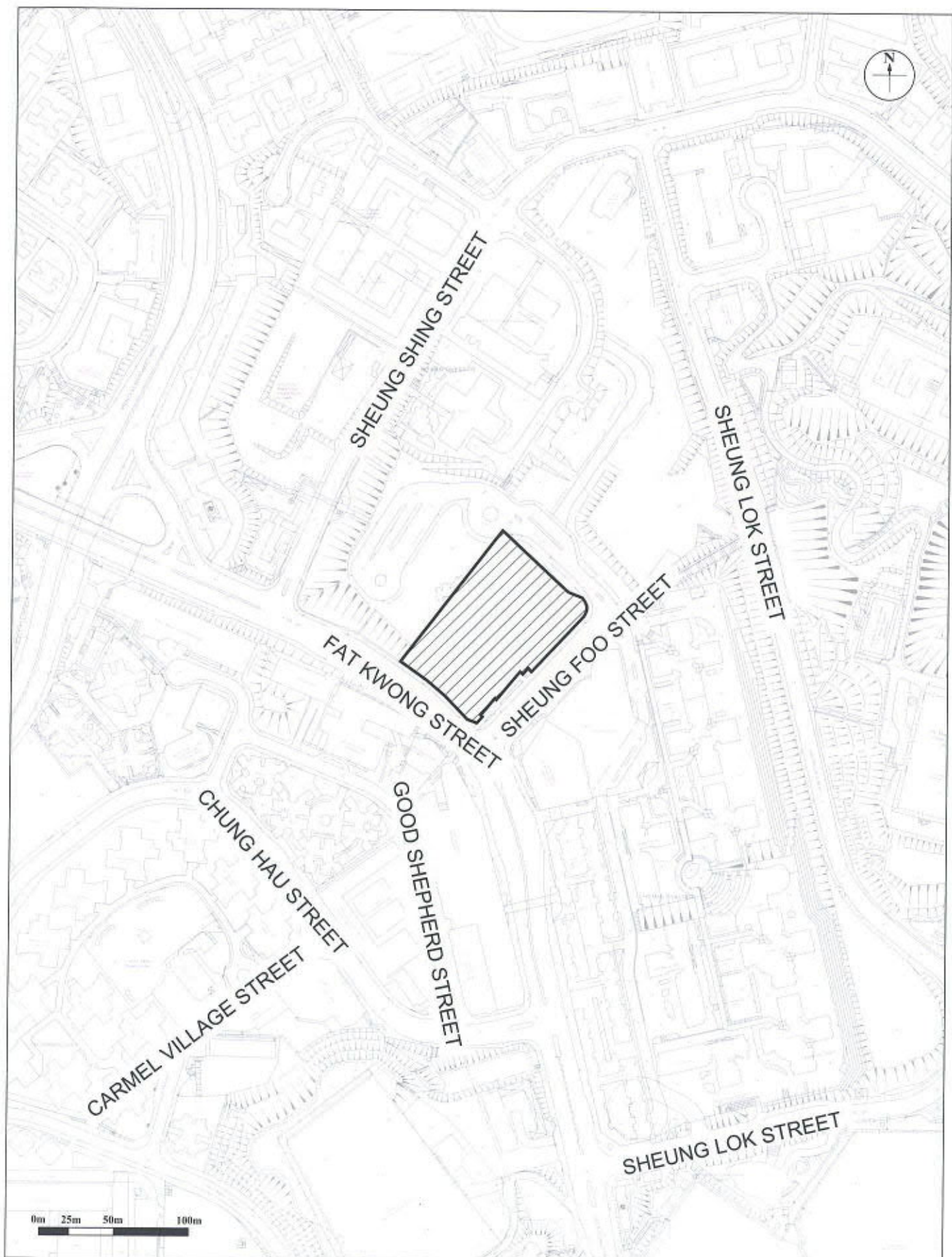


Figure: 1

Title: Location of Subject Site and Its Environs

Project: Noise Impact Assessment for Proposed Residential Development at Kowloon Inland Lot 11228, Ho Man Tin, Kowloon

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Checked by: CC

Rev.: 2.2

Date: Jan 2016



Legend



Representative Noise Sensitive Receivers

Figure: 2a

Title: Location of Noise Sensitive Receivers (Garden Unit)

Project: Noise Impact Assessment for Proposed Residential Development at Kowloon Inland Lot 11228, Ho Man Tin, Kowloon

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Date: Sep 2015

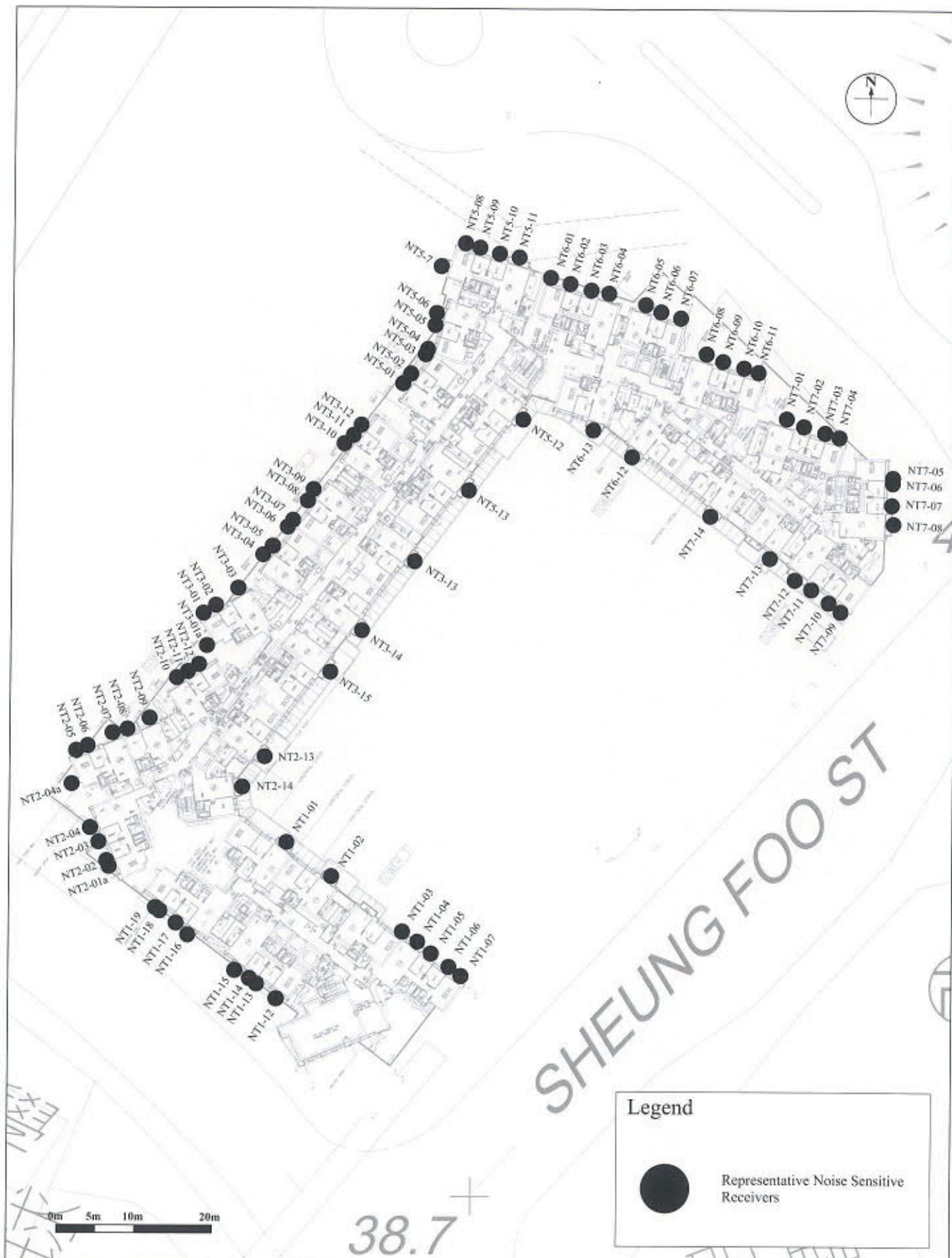


Figure: 2b

Title: Location of Noise Sensitive Receivers (1/F Unit)

Project: Noise Impact Assessment for Proposed Residential Development at Kowloon Inland Lot 11228, Ho Man Tin, Kowloon

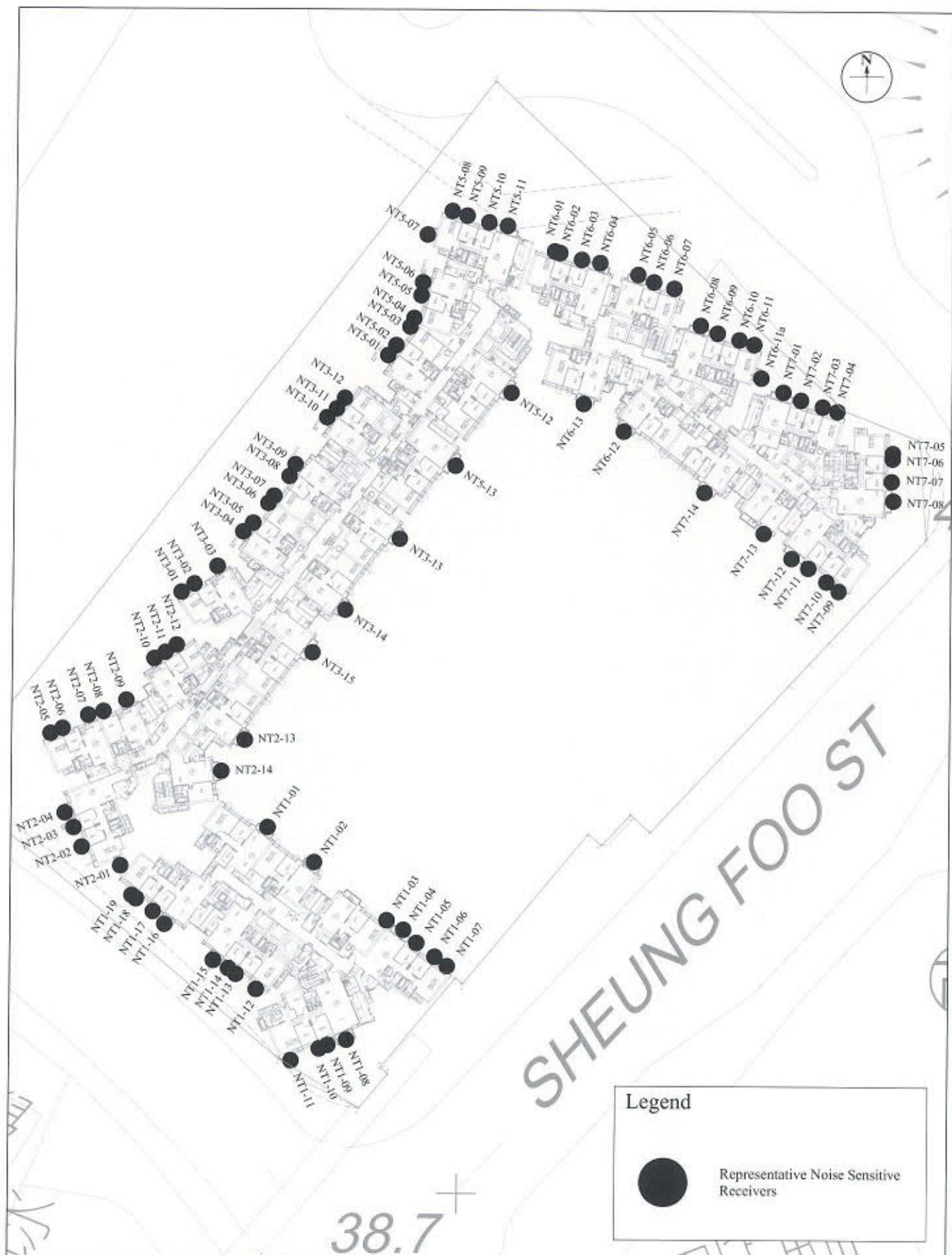
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Date: Nov 2015



Legend



Representative Noise Sensitive Receivers

Figure: 2c

Title: Location of Noise Sensitive Receivers (Typical Unit)

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Representative Noise Sensitive Receivers

Figure: 2d

Title: Location of Noise Sensitive Receiver (Simplex Unit)

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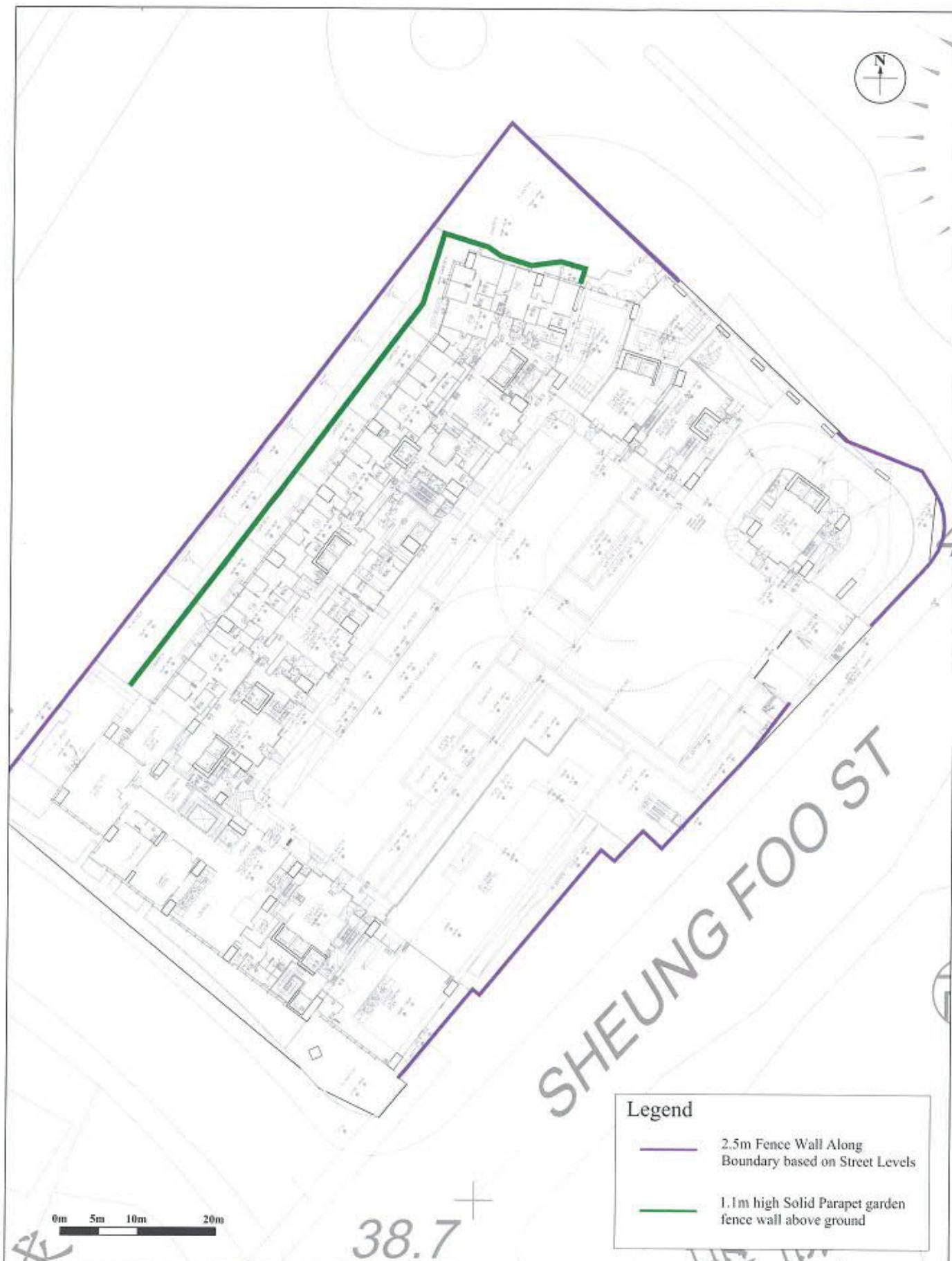


Figure: 3a

Title: Recommended Road Traffic Noise Mitigation Measures (G/F Unit)

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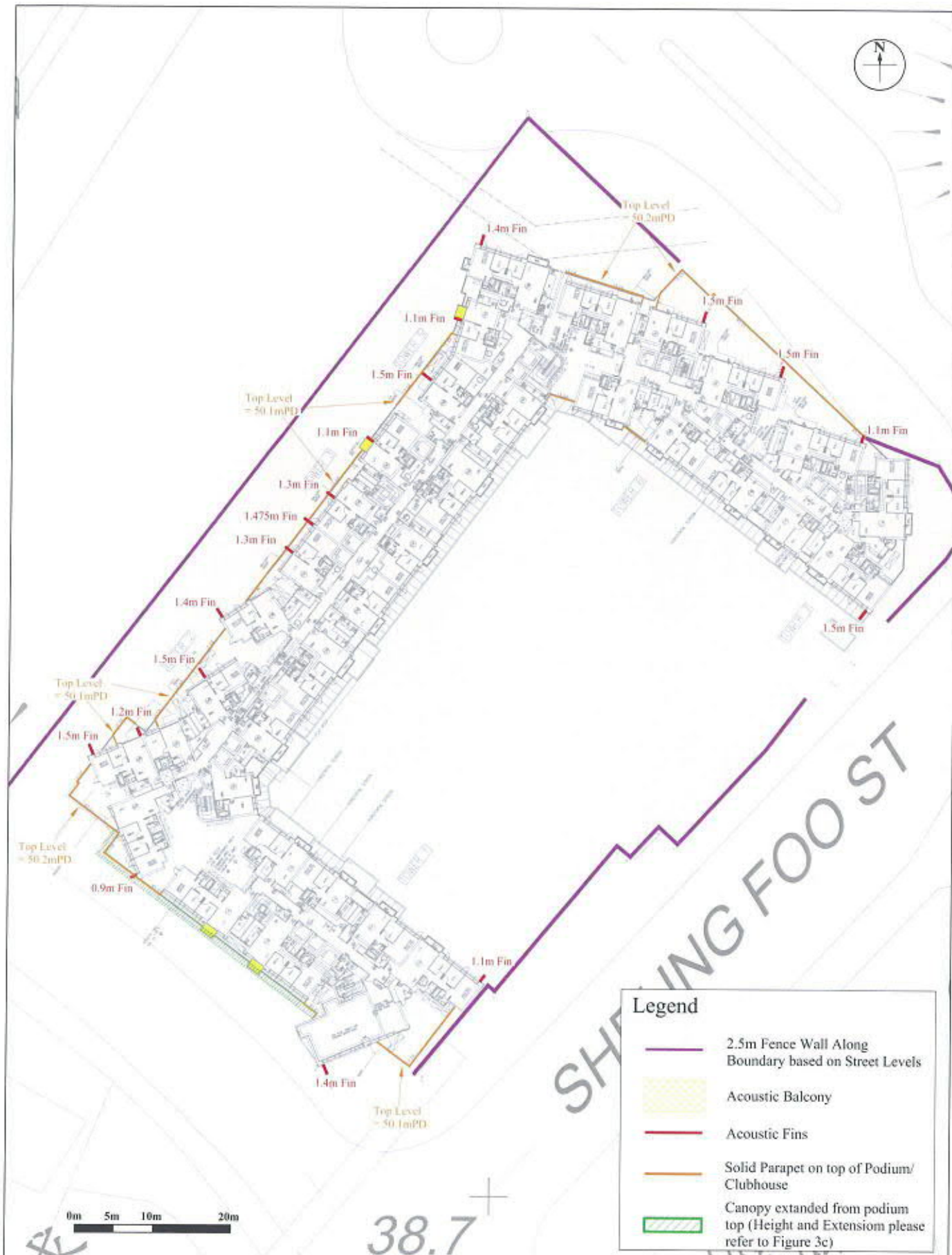


Figure: 3b

Title: Recommended Road Traffic Noise Mitigation Measures (1/F Unit)

Project: Noise Impact Assessment for Proposed Residential Development at Kowloon Inland Lot 11228, Ho Man Tin, Kowloon

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Date: Jan 2016



Figure: 3c

Title: Recommended Road Traffic Noise Mitigation Measures (T1 & T2 close-up for Canopy)

Project: Noise Impact Assessment for Proposed Residential Development at Kowloon Inland Lot 11228, Ho Man Tin, Kowloon

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Date: Sep 2015



Figure: 3e

Title: Recommended Road Traffic Noise Mitigation Measures (Simplex Unit)

Project: Noise Impact Assessment for Proposed Residential Development at Kowloon
Inland Lot 11228, Ho Man Tin, Kowloon

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Rev.: 2.1

Date: Dec 2015

**APPENDIX A:
MASTER LAYOUT PLAN OF
THE PREVIOUS DEVELOPMENT SCHEME**

1. The first step in the process is to identify the problem. This involves gathering information about the situation and the people involved. It is important to understand the context and the stakes of the problem.

2. Once the problem is identified, the next step is to analyze it. This involves breaking the problem down into its components and understanding how they are related. It is important to identify the root cause of the problem, rather than just the symptoms.

3. After analyzing the problem, the next step is to develop a plan. This involves identifying the goals of the solution and the steps that need to be taken to achieve them. It is important to consider the resources available and the potential risks of the solution.

4. The final step in the process is to implement the plan. This involves putting the plan into action and monitoring the progress. It is important to be flexible and adjust the plan as needed, based on the results of the implementation.

5. Once the plan has been implemented, the final step is to evaluate the results. This involves assessing the effectiveness of the solution and identifying any areas for improvement. It is important to learn from the experience and apply the lessons learned to future problems.

AMENDED

[illegible]

1st FLOOR PLAN

Keywords: social support; coping strategies; depression; anxiety

APPENDIX B:
MASTER LAYOUT PLAN, FLOOR PLANS AND
ELEVATION DIAGRAM OF THE LATEST DEVELOPMENT SCHEME



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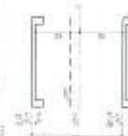
BASEMENT 1 FLOOR PLAN

Model	Log-likelihood	AIC	BIC	Bayes
Model 1	-100.00	202.00	204.00	200.00
Model 2	-98.50	199.00	201.00	197.00
Model 3	-97.00	196.00	198.00	194.00
Model 4	-95.50	193.00	195.00	191.00
Model 5	-94.00	190.00	192.00	188.00
Model 6	-92.50	187.00	189.00	185.00
Model 7	-91.00	184.00	186.00	182.00
Model 8	-89.50	181.00	183.00	179.00
Model 9	-88.00	178.00	180.00	176.00
Model 10	-86.50	175.00	177.00	173.00
Model 11	-85.00	172.00	174.00	170.00
Model 12	-83.50	169.00	171.00	167.00
Model 13	-82.00	166.00	168.00	164.00
Model 14	-80.50	163.00	165.00	161.00
Model 15	-79.00	160.00	162.00	158.00
Model 16	-77.50	157.00	159.00	155.00
Model 17	-76.00	154.00	156.00	152.00
Model 18	-74.50	151.00	153.00	149.00
Model 19	-73.00	148.00	150.00	146.00
Model 20	-71.50	145.00	147.00	143.00
Model 21	-70.00	142.00	144.00	140.00
Model 22	-68.50	139.00	141.00	137.00
Model 23	-67.00	136.00	138.00	134.00
Model 24	-65.50	133.00	135.00	131.00
Model 25	-64.00	130.00	132.00	128.00
Model 26	-62.50	127.00	129.00	125.00
Model 27	-61.00	124.00	126.00	122.00
Model 28	-59.50	121.00	123.00	119.00
Model 29	-58.00	118.00	120.00	116.00
Model 30	-56.50	115.00	117.00	113.00
Model 31	-55.00	112.00	114.00	110.00
Model 32	-53.50	109.00	111.00	107.00
Model 33	-52.00	106.00	108.00	104.00
Model 34	-50.50	103.00	105.00	101.00
Model 35	-49.00	100.00	102.00	98.00
Model 36	-47.50	97.00	99.00	95.00
Model 37	-46.00	94.00	96.00	92.00
Model 38	-44.50	91.00	93.00	89.00
Model 39	-43.00	88.00	90.00	86.00
Model 40	-41.50	85.00	87.00	83.00
Model 41	-40.00	82.00	84.00	80.00
Model 42	-38.50	79.00	81.00	77.00
Model 43	-37.00	76.00	78.00	74.00
Model 44	-35.50	73.00	75.00	71.00
Model 45	-34.00	70.00	72.00	68.00
Model 46	-32.50	67.00	69.00	65.00
Model 47	-31.00	64.00	66.00	62.00
Model 48	-29.50	61.00	63.00	59.00
Model 49	-28.00	58.00	60.00	56.00
Model 50	-26.50	55.00	57.00	53.00
Model 51	-25.00	52.00	54.00	50.00
Model 52	-23.50	49.00	51.00	47.00
Model 53	-22.00	46.00	48.00	44.00
Model 54	-20.50	43.00	45.00	41.00
Model 55	-19.00	40.00	42.00	38.00
Model 56	-17.50	37.00	39.00	35.00
Model 57	-16.00	34.00	36.00	32.00
Model 58	-14.50	31.00	33.00	29.00
Model 59	-13.00	28.00	30.00	26.00
Model 60	-11.50	25.00	27.00	23.00
Model 61	-10.00	22.00	24.00	20.00
Model 62	-8.50	19.00	21.00	17.00
Model 63	-7.00	16.00	18.00	14.00
Model 64	-5.50	13.00	15.00	11.00
Model 65	-4.00	10.00	12	

	1997-1998	1998-1999	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-2049	2049-2050	2050-2051	2051-2052	2052-2053	2053-2054	2054-2055	2055-2056	2056-2057	2057-2058	2058-2059	2059-2060	2060-2061	2061-2062	2062-2063	2063-2064	2064-2065	2065-2066	2066-2067	2067-2068	2068-2069	2069-2070	2070-2071	2071-2072	2072-2073	2073-2074	2074-2075	2075-2076	2076-2077	2077-2078	2078-2079	2079-2080	2080-2081	2081-2082	2082-2083	2083-2084	2084-2085	2085-2086	2086-2087	2087-2088	2088-2089	2089-2090	2090-2091	2091-2092	2092-2093	2093-2094	2094-2095	2095-2096	2096-2097	2097-2098	2098-2099	2099-2100	2100-2101	2101-2102	2102-2103	2103-2104	2104-2105	2105-2106	2106-2107	2107-2108	2108-2109	2109-2110	2110-2111	2111-2112	2112-2113	2113-2114	2114-2115	2115-2116	2116-2117	2117-2118	2118-2119	2119-2120	2120-2121	2121-2122	2122-2123	2123-2124	2124-2125	2125-2126	2126-2127	2127-2128	2128-2129	2129-2130	2130-2131	2131-2132	2132-2133	2133-2134	2134-2135	2135-2136	2136-2137	2137-2138	2138-2139	2139-2140	2140-2141	2141-2142	2142-2143	2143-2144	2144-2145	2145-2146	2146-2147	2147-2148	2148-2149	2149-2150	2150-2151	2151-2152	2152-2153	2153-2154	2154-2155	2155-2156	2156-2157	2157-2158	2158-2159	2159-2160	2160-2161	2161-2162	2162-2163	2163-2164	2164-2165	2165-2166	2166-2167	2167-2168	2168-2169	2169-2170	2170-2171	2171-2172	2172-2173	2173-2174	2174-2175	2175-2176	2176-2177	2177-2178	2178-2179	2179-2180	2180-2181	2181-2182	2182-2183	2183-2184	2184-2185	2185-2186	2186-2187	2187-2188	2188-2189	2189-2190	2190-2191	2191-2192	2192-2193	2193-2194	2194-2195	2195-2196	2196-2197	2197-2198	2198-2199	2199-2200	2200-2201	2201-2202	2202-2203	2203-2204	2204-2205	2205-2206	2206-2207	2207-2208	2208-2209	2209-2210	2210-2211	2211-2212	2212-2213	2213-2214	2214-2215	2215-2216	2216-2217	2217-2218	2218-2219	2219-2220	2220-2221	2221-2222	2222-2223	2223-2224	2224-2225	2225-2226	2226-2227	2227-2228	2228-2229	2229-2230	2230-2231	2231-2232	2232-2233	2233-2234	2234-2235	2235-2236	2236-2237	2237-2238	2238-2239	2239-2240	2240-2241	2241-2242	2242-2243	2243-2244	2244-2245	2245-2246	2246-2247	2247-2248	2248-2249	2249-2250	2250-2251	2251-2252	2252-2253	2253-2254	2254-2255	2255-2256	2256-2257	2257-2258	2258-2259	2259-2260	2260-2261	2261-2262	2262-2263	2263-2264	2264-2265	2265-2266	2266-2267	2267-2268	2268-2269
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MANUSCRIPT FOR THE JOURNAL OF THE INTERNATIONAL ASSOCIATION OF AGRICULTURAL ECONOMISTS

EFFECT OF MARY STRUT LULL IS AVOIDING, INTERLUDES



DAVID JACOBSON, D., M.A., LL.M., JUSTICE, SUPRECTOR, CHIEF CLERK, JUDGE

[illegible]

BASMENT 2 FLOOR PLAN

Variable	Mean	SD	Min	Max
Age	34.5	10.5	18	65
Gender	1.0	0.0	0	1
Marital status	1.0	0.0	0	1
Education	12.5	1.5	9	16
Income	1.5	0.5	1	3
Health status	1.0	0.0	0	1
Smoking status	1.0	0.0	0	1
Alcohol consumption	1.0	0.0	0	1
Exercise frequency	1.0	0.0	0	1
Stress level	2.5	1.0	1	4
Depression score	1.0	0.0	0	1
Overall health score	2.5	1.0	1	4

LEGEND:

Room No. / Area	101
Room No. / Area	102
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Room No. / Area	200

APPROVED

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/10/2011
2	ISSUED FOR CONSTRUCTION	10/10/2011
3	ISSUED FOR AS-BUILT	10/10/2011
4	ISSUED FOR FINAL	10/10/2011
5	ISSUED FOR ARCHIVE	10/10/2011
6	ISSUED FOR REVIEW	10/10/2011
7	ISSUED FOR COMMENT	10/10/2011
8	ISSUED FOR REVISION	10/10/2011
9	ISSUED FOR CANCEL	10/10/2011
10	ISSUED FOR DELETED	10/10/2011
11	ISSUED FOR ARCHIVE	10/10/2011
12	ISSUED FOR REVIEW	10/10/2011
13	ISSUED FOR COMMENT	10/10/2011
14	ISSUED FOR REVISION	10/10/2011
15	ISSUED FOR CANCEL	10/10/2011
16	ISSUED FOR DELETED	10/10/2011
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97	ISSUED FOR COMMENT	10/10/2011
98	ISSUED FOR REVISION	10/10/2011
99	ISSUED FOR CANCEL	10/10/2011
100	ISSUED FOR DELETED	10/10/2011

1st FLOOR PLAN

1. SCALE: 1/8" = 1'-0"

2. DATE: 10/10/2011

3. DRAWN BY: [Name]

4. CHECKED BY: [Name]

5. APPROVED BY: [Name]

6. PROJECT NO: [Number]

7. SHEET NO: [Number]

8. TOTAL SHEETS: [Number]

9. PROJECT NAME: [Name]

10. PROJECT ADDRESS: [Address]

11. PROJECT CITY: [City]

12. PROJECT STATE: [State]

13. PROJECT ZIP: [ZIP]

14. PROJECT PHONE: [Phone]

15. PROJECT FAX: [Fax]

16. PROJECT EMAIL: [Email]

17. PROJECT WEBSITE: [Website]

18. PROJECT SOCIAL MEDIA: [Social Media]

19. PROJECT CONTACT: [Contact]

20. PROJECT NOTES: [Notes]

1. ☐ **Yes**
 2. ☐ **No**
 3. ☐ **Not sure**
 4. ☐ **Other**
 5. ☐ **Don't know**
 6. ☐ **Refuse to answer**
 7. ☐ **Other**
 8. ☐ **Don't know**
 9. ☐ **Refuse to answer**
 10. ☐ **Other**
 11. ☐ **Don't know**
 12. ☐ **Refuse to answer**
 13. ☐ **Other**
 14. ☐ **Don't know**
 15. ☐ **Refuse to answer**
 16. ☐ **Other**
 17. ☐ **Don't know**
 18. ☐ **Refuse to answer**
 19. ☐ **Other**
 20. ☐ **Don't know**
 21. ☐ **Refuse to answer**
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 31. ☐ **Other**
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 95. ☐ **Don't know**
 96. ☐ **Refuse to answer**
 97. ☐ **Other**
 98. ☐ **Don't know**
 99. ☐ **Refuse to answer**
 100. ☐ **Other**

Il est évident que les deux courbes sont symétriques par rapport à la droite $y = x$. On peut donc se limiter à l'étude d'une seule des courbes, par exemple celle qui est au-dessus de la droite $y = x$. Cette courbe est définie par l'équation $y = \sqrt{1 - x^2}$, qui est la même que celle de la demi-circonférence de rayon 1 centrée à l'origine. On voit donc que la courbe est une demi-circonférence de rayon 1 centrée à l'origine, et que la surface cherchée est la surface comprise entre cette demi-circonférence et la droite $y = x$.

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[illegible]

PAT Architects and Engineers Ltd
巴國丹拿建築及工程有限公司

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100																																																																																													
1990	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	2.0	2.1	2.2	2.3	2.4	2.5	2.6	2.7	2.8	2.9	3.0	3.1	3.2	3.3	3.4	3.5	3.6	3.7	3.8	3.9	4.0	4.1	4.2	4.3	4.4	4.5	4.6	4.7	4.8	4.9	5.0	5.1	5.2	5.3	5.4	5.5	5.6	5.7	5.8	5.9	6.0	6.1	6.2	6.3	6.4	6.5	6.6	6.7	6.8	6.9	7.0	7.1	7.2	7.3	7.4	7.5	7.6	7.7	7.8	7.9	8.0	8.1	8.2	8.3	8.4	8.5	8.6	8.7	8.8	8.9	9.0	9.1	9.2	9.3	9.4	9.5	9.6	9.7	9.8	9.9	10.0	10.1	10.2	10.3	10.4	10.5	10.6	10.7	10.8	10.9	11.0	11.1	11.2	11.3	11.4	11.5	11.6	11.7	11.8	11.9	12.0	12.1	12.2	12.3	12.4	12.5	12.6	12.7	12.8	12.9	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9	14.0	14.1	14.2	14.3	14.4	14.5	14.6	14.7	14.8	14.9	15.0	15.1	15.2	15.3	15.4	15.5	15.6	15.7	15.8	15.9	16.0	16.1	16.2	16.3	16.4	16.5	16.6	16.7	16.8	16.9	17.0	17.1	17.2	17.3	17.4	17.5	17.6	17.7	17.8	17.9	18.0	18.1	18.2	18.3	18.4	18.5	18.6	18.7	18.8	18.9	19.0	19.1	19.2	19.3	19.4	19.5	19.6	19.7	19.8	19.9	20.0	20.1	20.2	20.3	20.4	20.5	20.6	20.7	20.8	20.9	21.0	21.1	21.2	21.3	

(continued)

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A. baumannii 2003-2004

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Journal of Internal Medicine 247: 115-121



RECEIVABLE INVOICE BALANCE:
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[illegible]

P&J Architects and Engineers Ltd
 2000 內政部營建署工程司
 10007 內政部營建署工程司

[illegible]

STANDARD DEVELOPMENT
AT 800 N. 112th
CITY OF MANITOWISH

Source: / 44
FLOOR PLAN OF TOWER 1

DATE / 14	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421
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Journal of Internal Medicine 247: 111-118



2nd- 18th FLOOR PLAN

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0011-0001



2nd- 18th



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PART PLAN OF 18/F

AWARD

P&T Architects and Engineers Ltd
 巴利得建築師及工程師有限公司

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Source: J. W.
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 10000 1 2 3 4 5

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2nd - 18th Floor Plan

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19th FLOOR PLAN

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[illegible]

1/2000

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 Drawing: [Drawing Name]
 Date: [Date]
 Scale: [Scale]

APPROVED

NO.	REVISION	DATE
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2	FOR CONSTRUCTION	2023.10.27

DESIGN: [Design Name]
 DRAWN: [Drawn Name]
 CHECKED: [Checked Name]

PROJECT: [Project Name]
 LOCATION: [Location]
 SCALE: [Scale]

DATE: [Date]
 DRAWING NO.: [Drawing No.]

PROJECT: [Project Name]
 LOCATION: [Location]
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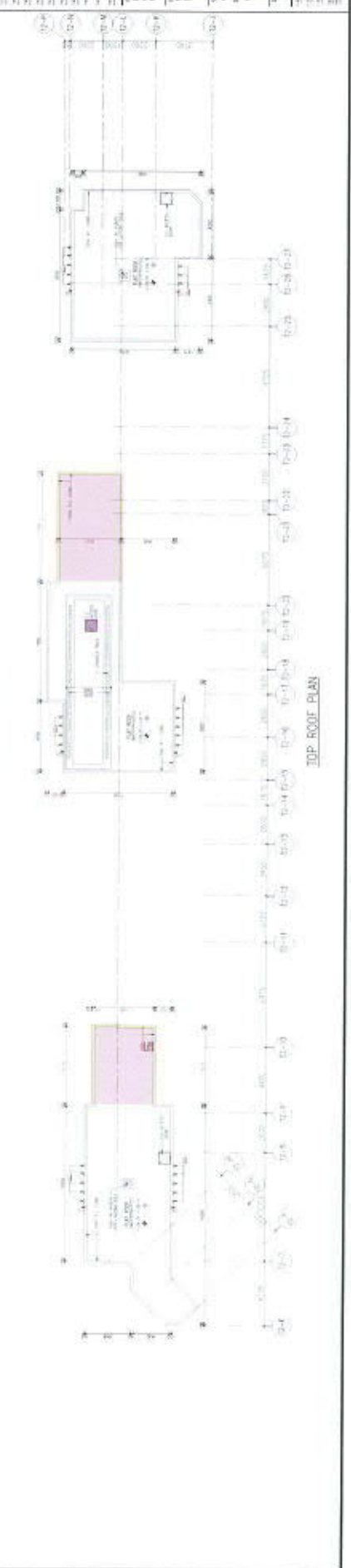
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ROOF FLOOR PLAN



LOWER ROOF PLAN



TOP ROOF PLAN



ELEVATION A



EVALUATION OF

100

P&T Architects and Engineers Ltd

P&T Architects and Engineers Ltd

村名	人口	耕地	粮食	油料	猪	牛	羊	鸡	鸭	鱼	其他
1. 王家庄	120	1500	12000	1000	100	10	10	100	10	10	10
2. 李家庄	150	1800	15000	1200	120	12	12	120	12	12	12
3. 张家庄	180	2100	18000	1400	140	14	14	140	14	14	14
4. 赵家庄	210	2400	21000	1600	160	16	16	160	16	16	16
5. 刘家庄	240	2700	24000	1800	180	18	18	180	18	18	18
6. 陈家庄	270	3000	27000	2000	200	20	20	200	20	20	20
7. 周家庄	300	3300	30000	2200	220	22	22	220	22	22	22
8. 吴家庄	330	3600	33000	2400	240	24	24	240	24	24	24
9. 孙家庄	360	3900	36000	2600	260	26	26	260	26	26	26
10. 郑家庄	390	4200	39000	2800	280	28	28	280	28	28	28
11. 王家庄	420	4500	42000	3000	300	30	30	300	30	30	30
12. 李家庄	450	4800	45000	3200	320	32	32	320	32	32	32
13. 张家庄	480	5100	48000	3400	340	34	34	340	34	34	34
14. 赵家庄	510	5400	51000	3600	360	36	36	360	36	36	36
15. 刘家庄	540	5700	54000	3800	380	38	38	380	38	38	38
16. 陈家庄	570	6000	57000	4000	400	40	40	400	40	40	40
17. 周家庄	600	6300	60000	4200	420	42	42	420	42	42	42
18. 吴家庄	630	6600	63000	4400	440	44	44	440	44	44	44
19. 孙家庄	660	6900	66000	4600	460	46	46	460	46	46	46
20. 郑家庄	690	7200	69000	4800	480	48	48	480	48	48	48
21. 王家庄	720	7500	72000	5000	500	50	50	500	50	50	50
22. 李家庄	750	7800	75000	5200	520	52	52	520	52	52	52
23. 张家庄	780	8100	78000	5400	540	54	54	540	54	54	54
24. 赵家庄	810	8400	81000	5600	560	56	56	560	56	56	56

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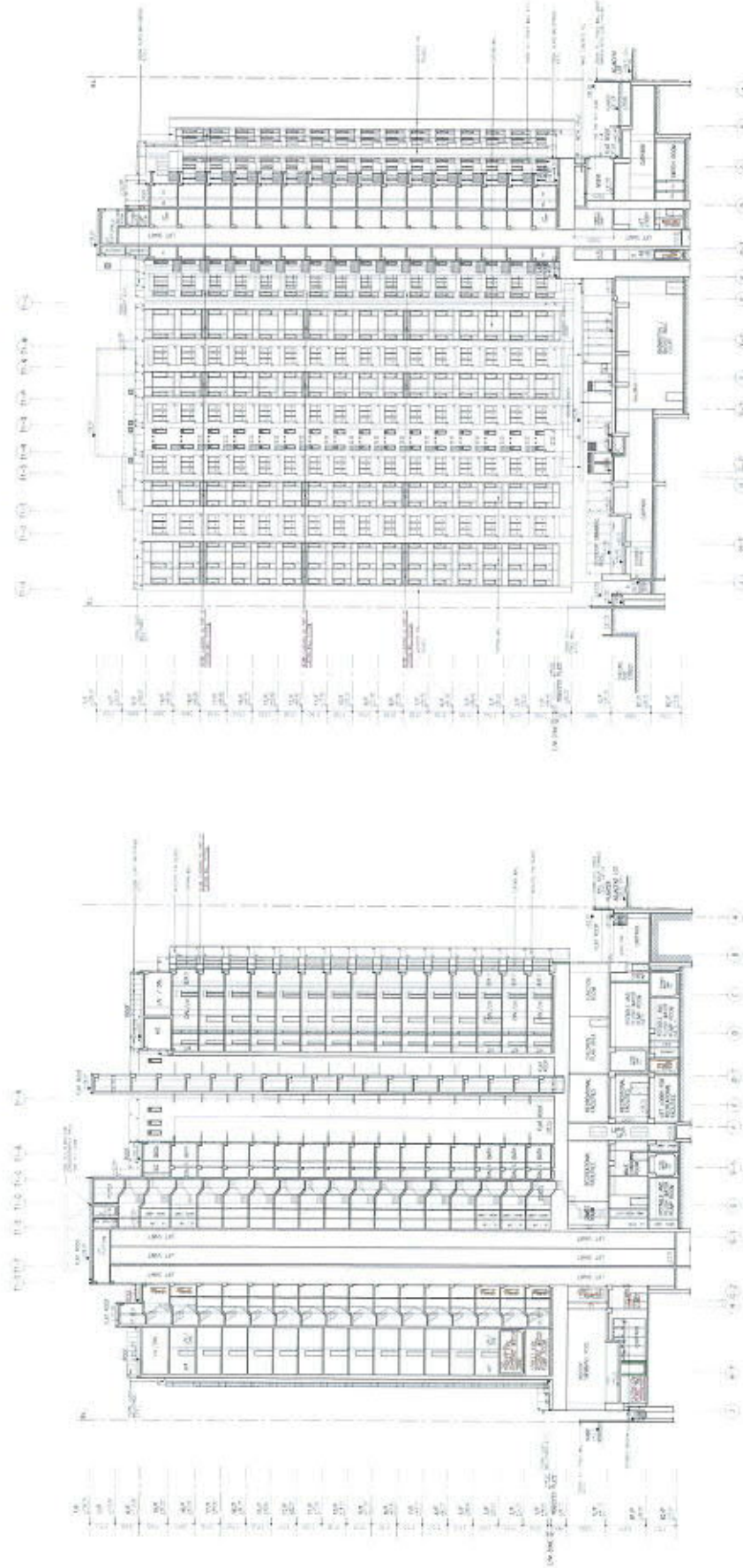
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Journal of Internal Medicine 247: 115–121



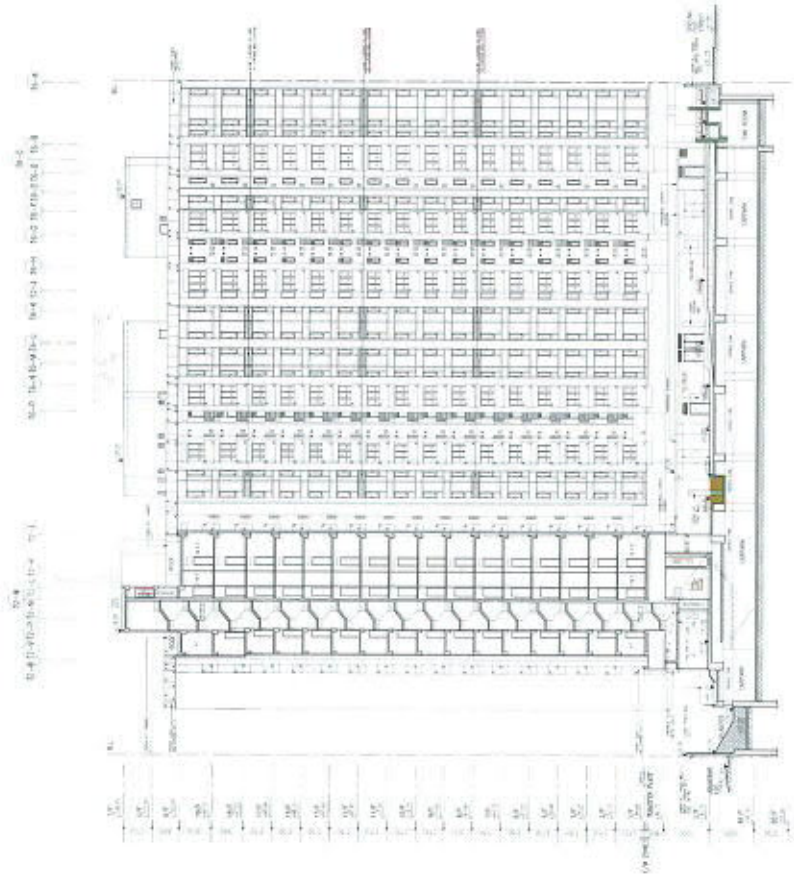
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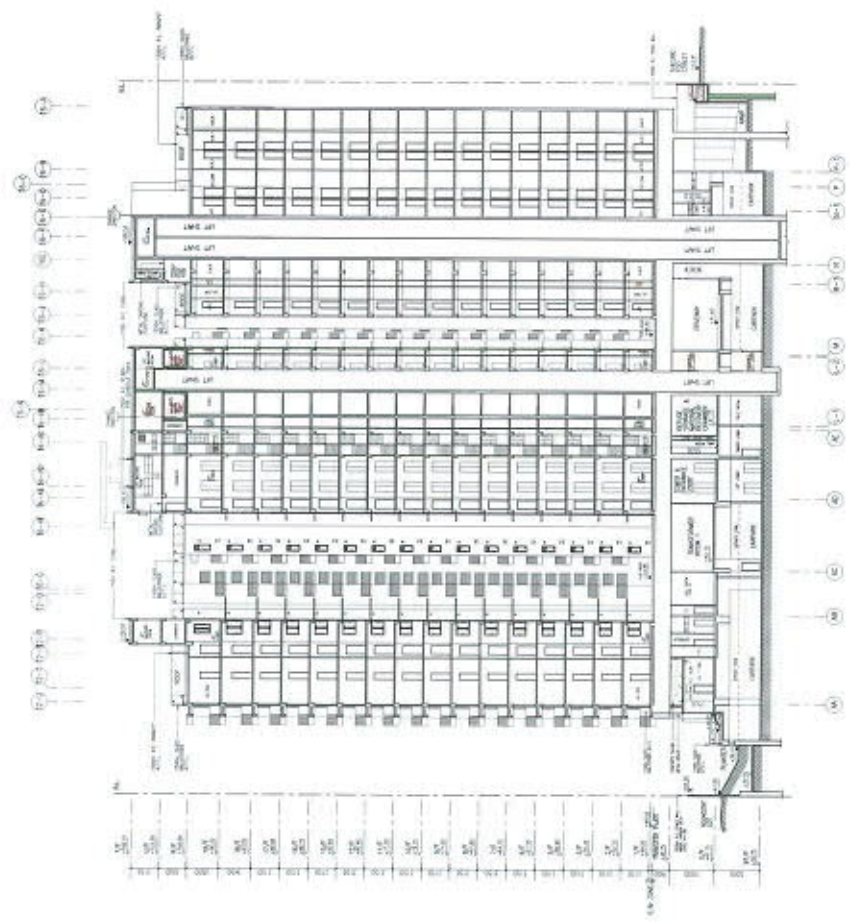
APPENDIX
1000-001

NO.	DESCRIPTION	UNIT	QTY	REMARKS
1	CONCRETE	m ³	1000	
2	STEEL	kg	1000	
3	BRICK	m ²	1000	
4	GLASS	m ²	1000	
5	PAINT	kg	1000	
6	WATER	m ³	1000	
7	ELECTRICITY	kWh	1000	
8	HEATING	kWh	1000	
9	Cooling	kWh	1000	
10	Lighting	kWh	1000	
11	Water supply	m ³	1000	
12	Sewage	m ³	1000	
13	Gas	m ³	1000	
14	Other			

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CLIENT INFORMATION CLIENT NAME: [REDACTED] CLIENT ADDRESS: [REDACTED] CLIENT NO.: [REDACTED]	
DESIGNER INFORMATION DESIGNER NAME: [REDACTED] DESIGNER ADDRESS: [REDACTED] DESIGNER NO.: [REDACTED]	
DATE DATE: [REDACTED]	
SCALE SCALE: [REDACTED]	
REVISIONS REVISIONS: [REDACTED]	
APPROVED APPROVED: [REDACTED]	



SECTION 3



SECTION 4

MEXICO

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE	100.00	m ³	150.00	15000.00
2	STEEL	50.00	kg	2.00	1000.00
3	BRICKS	1000.00	units	0.50	500.00
4	CEMENT	200.00	kg	0.10	20.00
5	PAINT	10.00	kg	1.00	10.00
6	LABOR	100.00	hrs	1.00	100.00
7	TRANSPORT	10.00	km	0.50	5.00
8	PERMITS	1.00	unit	100.00	100.00
9	INSURANCE	1.00	unit	50.00	50.00
10	PROFIT	1.00	unit	100.00	100.00
11	TOTAL				16750.00

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SECTION 5

ANNEXED

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4	CHKD	10/10/2010
5	APPD	10/10/2010

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DATE: 10/10/2010
BY: 10/10/2010
CHKD: 10/10/2010
APPD: 10/10/2010

PROJECT: 1000000
DATE: 10/10/2010
BY: 10/10/2010
CHKD: 10/10/2010
APPD: 10/10/2010

APPENDIX C: TRAFFIC FORECAST FOR YEAR 2032

14 March 2014

Our Ref: 40095/L43483/SLN/GWL

By post and email

Transport Department
Urban Regional Office
Traffic Engineering (Kln.) Division
Kln. District Central Section
8/F, Mongkok Government Offices
30 Luen Wan Street, Kowloon

Attn: Mr. LEUNG Tak Chi

Dear Mr. Leung,

**Residential Development at Junction of Fat Kwong Street and
Sheung Foo Street, Homantin, Kowloon, KIL No. 11228
2032 Traffic Forecast for Environment Assessment**

We refer to our recent tele-conversation regarding the captioned subject. Please kindly note that the adopted annual growth rates are recently updated and are listed in **Table 1**.

Table 1 Annual Growth Rates in CTS-3 Model

Zone No. in 405 Zone Map	405 Zone - Annual Growth Rate		
	2021 to 2026 [A]	2026 to 2031 [B]	2031 to 2032 ⁽¹⁾
10721	-0.2%	0.0%	0.0%
10731	-0.6%	0.3%	0.3%
10741	-0.8%	0.2%	0.2%

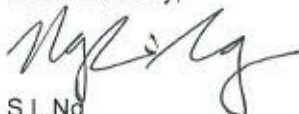
Note: (1) The annual growth rate of 2031 to 2032 is assumed to be the same as the growth rate of 2026 to 2031.

Based on the above annual growth rate, the future traffic flows are updated based on the following equation:
2032 Traffic Flows = Adjusted 2021 BDTM Flows $\times (1+A)^5 \times (1+B)^6$ + Traffic Generated by
KIL No. 11227 + Traffic Generated by the Proposed Development

We would be grateful to have your approval/no-objection of this updated set of 2032 traffic flows to be adopted in the environmental assessment.

Should you have any queries, please feel free to contact our Ms. Gigi Lau or the undersigned at 2831-9191.

Yours faithfully,



S L Ng
Encl.

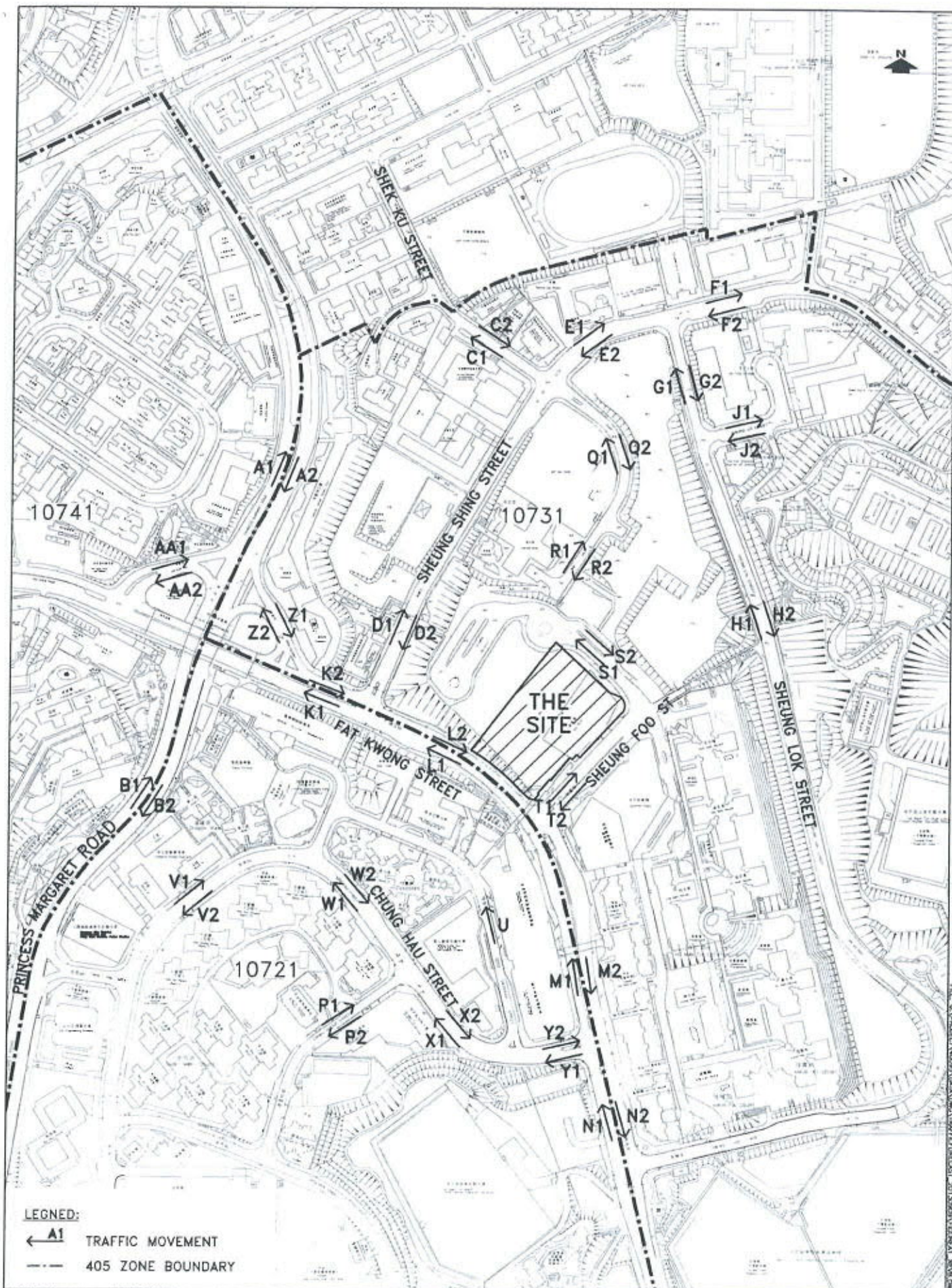
Proposed Residential Development at KIL 11228
Traffic Forecast for Environmental Assessment

Table 2 2032 Traffic Forecast

No. ⁽¹⁾	Road	Section		Direction	2032 Traffic AM Flows ⁽²⁾		2032 Traffic PM Flows ⁽²⁾	
		From	To		veh/hr	% of Heavies	veh/hr	% of Heavies
A1	Princess Margaret Road	Sheung Hing Street	Princess Margaret Road Flyover	NB	1,710	13%	1,920	15%
A2	Princess Margaret Road	Sheung Hing Street	Princess Margaret Road Flyover	SB/WB	3,530	13%	3,230	11%
B1	Princess Margaret Road	Slip Road from Fat Kwong Street	Chung Man Street	NB	2,420	11%	2,710	14%
B2	Princess Margaret Road	Slip Road from Fat Kwong Street	Chung Man Street	SB	3,060	13%	3,240	13%
C1	Shek Ku Street	Sheung Shing Street	Perth Street	NB	290	10%	280	10%
C2	Shek Ku Street	Sheung Shing Street	Perth Street	SB	40	10%	70	10%
D1	Sheung Shing Street	Shek Ku Street	Fat Kwong Street	NB/EB	410	21%	340	23%
D2	Sheung Shing Street	Shek Ku Street	Fat Kwong Street	SB/WB	180	21%	160	17%
E1	Sheung Shing Street	Sheung Lok Street	Shek Ku Street	EB	560	13%	420	13%
E2	Sheung Shing Street	Sheung Lok Street	Shek Ku Street	WB	450	20%	450	12%
F1	Sheung Shing Street	Sheung Hong Street	Sheung Lok Street	EB	470	12%	330	12%
F2	Sheung Shing Street	Sheung Hong Street	Sheung Lok Street	WB	350	17%	250	11%
G1	Sheung Lok Street	Sheung Shing Street	Sheung Wo Street	NB	80	5%	40	6%
G2	Sheung Lok Street	Sheung Shing Street	Sheung Wo Street	SB	120	4%	140	5%
H1	Sheung Lok Street	Sheung Wo Street	Fat Kwong Street	NB	80	11%	30	13%
H2	Sheung Lok Street	Sheung Wo Street	Fat Kwong Street	SB	110	14%	130	14%
J1	Sheung Wo Street	Sheung Lok Street	End	EB	50	28%	50	27%
J2	Sheung Wo Street	Sheung Lok Street	End	WB	50	22%	50	19%
K1	Fat Kwong Street	Princess Margaret Road Flyover	Sheung Shing Street	NB/WB	700	20%	690	15%
K2	Fat Kwong Street	Princess Margaret Road Flyover	Sheung Shing Street	SB/EB	1,250	21%	980	20%
L1	Fat Kwong Street	Sheung Shing Street	Sheung Foo Street	NB/WB	630	28%	650	20%
L2	Fat Kwong Street	Sheung Shing Street	Sheung Foo Street	SB/EB	980	20%	790	18%
M1	Fat Kwong Street	Sheung Foo Street	Chung Hau Street	NB	500	29%	520	30%
M2	Fat Kwong Street	Sheung Foo Street	Chung Hau Street	SB	850	16%	550	22%
N1	Fat Kwong Street	Chung Hau Street	Sheung Lok Street	NB	520	23%	490	22%

No. ⁽¹⁾	Road	Section		Direction	2032 Traffic AM Flows ⁽²⁾		2032 Traffic PM Flows ⁽²⁾	
		From	To		veh/hr	% of Heavies	veh/hr	% of Heavies
N2	Fat Kwong Street	Chung Hau Street	Sheung Lok Street	SB	730	18%	490	21%
P1	Carmel Village Street	Hau Man Street	Chung Hau St.	NB	200	21%	190	12%
P2	Carmel Village Street	Hau Man Street	Chung Hau St.	SB	210	14%	140	15%
Q1	Access Road	Sheung Shing Street	Access to KIL 11227	NB	160	5%	70	5%
Q2	Access Road	Sheung Shing Street	Access to KIL 11227	SB	120	5%	100	5%
R1	Access Road	Access to KIL 11227	End	NB	90	5%	70	5%
R2	Access Road	Access to KIL 11227	End	SB	40	5%	60	5%
S1	Sheung Foo Street	Access To Homantin Estate	End	NB	200	49%	210	49%
S2	Sheung Foo Street	Access To Homantin Estate	End	SB	220	47%	120	47%
T1	Sheung Foo Street	Fat Kwong Street	Access To Homantin Estate	EB	230	45%	240	45%
T2	Sheung Foo Street	Fat Kwong Street	Access To Homantin Estate	WB	220	44%	160	44%
U	Good Shepherd Street	Chung Hau Street	End	NB	90	10%	60	10%
V1	Chung Hau Street	Chung Man Street	Good Shepherd Street	SB/WB	240	31%	220	27%
V2	Chung Hau Street	Chung Man Street	Good Shepherd Street	NB/EB	280	26%	220	27%
W1	Chung Hau Street	Good Shepherd Street (W)	Carmel Village Street	WB/NB	90	34%	80	24%
W2	Chung Hau Street	Good Shepherd Street (W)	Carmel Village Street	EB/SB	420	25%	260	25%
X1	Chung Hau Street	Carmel Village Street	Good Shepherd Street (E)	WB/NB	160	31%	100	22%
X2	Chung Hau Street	Carmel Village Street	Good Shepherd Street (E)	EB/SB	450	25%	340	26%
Y1	Chung Hau Street	Good Shepherd Street (E)	Fat Kwong Street	EB	460	21%	330	31%
Y2	Chung Hau Street	Good Shepherd Street (E)	Fat Kwong Street	WB	340	28%	360	23%
Z1	Sheung Hing Street	Fat Kwong Street	Princess Margaret Road	EB	510	11%	430	13%
Z2	Sheung Hing Street	Fat Kwong Street	Princess Margaret Road	WB	930	17%	870	15%
AA1	Man Fung Path	Fat Kwong Street	Princess Margaret Road	EB	300	16%	330	15%
AA2	Man Fung Path	Fat Kwong Street	Princess Margaret Road	WB	230	14%	170	14%

Note: (1) Refer to Figure A1 for road location and
(2) PCU factor based on existing vehicle mix is adopted to convert BDTM traffic flows from pcu/hr to veh/hr. Figures rounded to the nearest 10. Annual growth rate of the corresponding growth rates of zone 10721, 10731 and 10741 of 405 zone map are adopted. Development traffic flows are added to the projected 2032 traffic flows.



PROJECT NO. 40095	PROJECT TITLE PROPOSED RESIDENTIAL DEVELOPMENT AT KOWLOON INLAND LOT NO. 11228	FIGURE NO. FIGURE A1	REV. B
DESIGNED GWL	DATE MAR 2014	DRAWING TITLE LOCATION OF ROAD SECTIONS	
DRAWN CLL	SCALE 1:4000		
CHECKED SLN			

LLA 顧問有限公司
Consultancy Limited

Gigi Lau

寄件者: GigiLau [gigi@lla.com.hk]
寄件日期: 27日 March 2014年 Thursday 12:23
收件者: Tak Chi LEUNG '
副本: Ng Siu Lung'; GigiLau'
主旨: RE: Homantin KIL No. 11228 - Traffic Forecast for Environmental Assessment
附件: TrafficForecast_SuppInfo_20140327.pdf

Dear Mr. Leung,

Attached please find the correct table for your review/comment. Sorry for the inconvenience caused.
Thanks!

Thanks & Regards,
Gigi Lau

LLA Consultancy Ltd.
Unit 610, 6/F., Island Place Tower,
510 King's Road, North Point, Hong Kong
Tel: (852) 2831 9191 Fax: (852) 2831 0003
Web Site: <http://www.lla.com.hk>
Email: gigi@lla.com.hk
Company Email: lla@lla.com.hk

From: Tak Chi LEUNG [<mailto:takchileung@td.gov.hk>]
Sent: Thursday, March 27, 2014 12:17 PM
To: Gigi Lau
Cc: 'Ng Siu Lung'
Subject: RE: Homantin KIL No. 11228 - Traffic Forecast for Environmental Assessment

Dear Ms. Lau,

As discussed, I note that there are discrepancies in the table. Please revise and send it out for comment.

Regards,

Raymond TC Leung
EK/KC, TE/K
TD
Tel: 2399-2512

"Gigi Lau" <gigi@lla.com.hk>

27/03/2014 10:01

To "Tak Chi LEUNG" <takchileung@td.gov.hk>

cc "Ng Siu Lung" <sing@lla.com.hk>

"Gigi Lau" <gigi@lla.com.hk>

Subject RE: Homantin KIL No. 11228 - Traffic Forecast for Environmental Assessment

Dear Mr. Leung,

Attached please find the data in "veh/hr" for your consideration. Thank you!

Thanks & Regards,
Gigi Lau

LLA Consultancy Ltd.
Unit 610, 6/F., Island Place Tower,
510 King's Road, North Point, Hong Kong
Tel: (852) 2831 9191 Fax: (852) 2831 0003
Web Site: <http://www.lla.com.hk>
Email: gigi@lla.com.hk
Company Email: lla@lla.com.hk

From: Tak Chi LEUNG [<mailto:takchileung@td.gov.hk>]
Sent: Monday, March 24, 2014 10:43 AM
To: Gigi Lau
Subject: RE: Homantin KIL No. 11228 - Traffic Forecast for Environmental Assessment

Dear Ms. Lau,

Your e-mail dated 19.3.2014 refers. Please use convert "pcu/hr" to "veh/hr" for easy comparison.

Regards,

Raymond TC Leung
EK/KC, TE/K
TD
Tel: 2399-2512

"Gigi Lau" <gigi@lla.com.hk>

19/03/2014 18:00

To: "Tak Chi LEUNG" <takchileung@td.gov.hk>
cc: <sing@lla.com.hk>
"Gigi Lau" <gigi@lla.com.hk>
Subject: RE: Homantin KIL No. 11228 - Traffic Forecast for Environmental Assessment

Dear Mr. Leung,

Attached please find the required information for your consideration. Thank you!

Thanks & Regards,
Gigi Lau

LLA Consultancy Ltd.
Unit 610, 6/F., Island Place Tower,
510 King's Road, North Point, Hong Kong
Tel: (852) 2831 9191 Fax: (852) 2831 0003
Web Site: <http://www.lla.com.hk>
Email: gigi@lla.com.hk
Company Email: lla@lla.com.hk

From: Tak Chi LEUNG [<mailto:takchileung@td.gov.hk>]

Sent: Tuesday, March 18, 2014 11:14 AM

To: Gigi Lau

Cc: sing@lla.com.hk

Subject: Re: Homantin KIL No. 11228 - Traffic Forecast for Environmental Assessment

Dear Ms. Lau,

Please provide the following tables of road sections for review.

- 1) Adjusted 2021 BDTM Flows
- 2) Traffic generated by KIL No. 11227
- 3) Traffic generated by the Proposed Development

Regards,

Raymond TC Leung
EK/KC, TE/K
TD
Tel: 2399-2512

"Gigi Lau" <gigi@lla.com.hk>

14/03/2014 17:00

To <jakchileung@td.gov.hk>

cc <sing@lla.com.hk>

"Gigi Lau" <gigi@lla.com.hk>

Subject Homantin KIL No. 11228 - Traffic Forecast for Environmental Assessment

Dear Mr. Leung,

As per our phone conversation this morning, attached please find the updated set of submission for your review/comment. Please kindly supersede our previous submission dated 10 March 2014 under the same topic. We're sorry for the inconveniences caused. Thank you very much!

Thanks & Regards,
Gigi Lau

LLA Consultancy Ltd.
Unit 610, 6/F., Island Place Tower,
510 King's Road, North Point, Hong Kong
Tel: (852) 2831 9191 Fax: (852) 2831 0003
Web Site: <http://www.lla.com.hk>

Email: gigi@lla.com.hk
Company Email: lla@lla.com.hk

Proposed Residential Development at KIL 11228
Traffic Forecast for Environmental Assessment

No. (1)	Road	Section		Direction	Adjusted 2021 BDTM Flows (veh/hr)		Development Traffic of KIL No. 11227 (veh/hr)		Development Traffic of the Proposed Development (veh/hr)	
		From	To		AM	PM	AM	PM	AM	PM
A1	Princess Margaret Road	Sheung Hing Street	Princess Margaret Road Flyover	NB	1,099	1,025	19	7	7	3
A2	Princess Margaret Road	Sheung Hing Street	Princess Margaret Road Flyover	SBWB	3,549	3,249	12	5	8	7
B1	Princess Margaret Road	Slip Road from Fat Kwong Street	Chung Man Street	NB	2,413	2,413	19	16	7	6
B2	Princess Margaret Road	Slip Road from Fat Kwong Street	Chung Man Street	SB	3,046	3,247	31	13	13	5
C1	Shek Ku Street	Sheung Shing Street	Pu Shi Street	NB	281	277	0	0	0	0
C2	Shek Ku Street	Sheung Shing Street	Pu Shi Street	SB	38	68	0	0	0	0
D1	Sheung Shing Street	Shek Ku Street	Fat Kwong Street	NBWB	363	280	47	44	0	0
D2	Sheung Shing Street	Shek Ku Street	Fat Kwong Street	SBWB	95	124	82	34	0	0
E1	Sheung Shing Street	Sheung Lok Street	Shek Ku Street	EB	527	403	37	15	0	0
E2	Sheung Shing Street	Sheung Lok Street	Shek Ku Street	WB	426	425	21	20	0	0
F1	Sheung Shing Street	Sheung Hong Street	Sheung Lok Street	EB	432	311	37	15	0	0
F2	Sheung Shing Street	Sheung Hong Street	Sheung Lok Street	WB	331	228	21	20	0	0
G1	Sheung Lok Street	Sheung Shing Street	Sheung Wo Street	NB	79	31	0	0	0	0
G2	Sheung Lok Street	Sheung Shing Street	Sheung Wo Street	SB	112	131	0	0	0	0
H1	Sheung Lok Street	Sheung Wo Street	Fat Kwong Street	NB	76	29	0	0	0	0
H2	Sheung Lok Street	Sheung Wo Street	Fat Kwong Street	SB	105	122	0	0	0	0
J1	Sheung Wo Street	Sheung Lok Street	End	EB	41	42	0	0	0	0
J2	Sheung Wo Street	Sheung Lok Street	End	WB	43	44	0	0	0	0
K1	Fat Kwong Street	Princess Margaret Road Flyover	Sheung Shing Street	NBWB	615	665	60	25	25	10
K2	Fat Kwong Street	Princess Margaret Road Flyover	Sheung Shing Street	SBWB	1,206	938	35	32	15	13
L1	Fat Kwong Street	Sheung Shing Street	Sheung Shing Street	NBWB	588	624	13	13	23	10
L2	Fat Kwong Street	Sheung Shing Street	Sheung Shing Street	SBWB	943	768	24	10	15	13
M1	Fat Kwong Street	Sheung Shing Street	Chung Hau Street	NB	479	502	13	13	6	5
M2	Fat Kwong Street	Sheung Shing Street	Chung Hau Street	SB	820	638	25	10	11	4
N1	Fat Kwong Street	Chung Hau Street	Sheung Lok Street	NB	407	467	14	13	6	5
N2	Fat Kwong Street	Chung Hau Street	Sheung Lok Street	SB	695	474	25	10	11	4
P1	Carmel Village Street	Hau Man Street	Chung Hau St.	NB	109	181	0	0	0	0
P2	Carmel Village Street	Hau Man Street	Chung Hau St.	SB	207	134	0	0	0	0
Q1	Access Road	Access to KIL 11227	Access to KIL 11227	NB	25	13	131	52	0	0
Q2	Access Road	Access to KIL 11227	Access to KIL 11227	SB	39	23	76	70	0	0
R1	Access Road	Access to KIL 11227	End	NB	86	62	0	0	0	0
R2	Access Road	Access to KIL 11227	End	SB	36	56	0	0	0	0
S1	Sheung Foo Street	Access to Honanin Estate	End	NB	171	195	0	0	0	12
S2	Sheung Foo Street	Access to Honanin Estate	End	SB	187	104	0	0	30	12
T1	Sheung Foo Street	Fat Kwong Street	Access to Honanin Estate	EB	174	209	0	0	49	29
T2	Sheung Foo Street	Fat Kwong Street	Access to Honanin Estate	WB	152	122	0	0	31	12
U	Good Shepherd Street	Chung Hau Street	End	NB	85	56	0	0	0	0
V1	Chung Hau Street	Chung Man Street	Good Shepherd Street	SBWB	235	221	0	0	0	0
V2	Chung Hau Street	Chung Man Street	Good Shepherd Street	NBWB	273	212	0	0	0	0
W1	Chung Hau Street	Good Shepherd Street (W)	Carmel Village Street	WBWB	91	78	0	0	0	0
W2	Chung Hau Street	Good Shepherd Street (W)	Carmel Village Street	EB/SB	420	258	0	0	0	0
X1	Chung Hau Street	Carmel Village Street	Good Shepherd Street (E)	WBWB	151	97	0	0	0	0
X2	Chung Hau Street	Carmel Village Street	Good Shepherd Street (E)	EB/SB	454	334	0	0	0	0
Y1	Chung Hau Street	Good Shepherd Street (E)	Fat Kwong Street	EB	488	326	0	0	0	0
Y2	Chung Hau Street	Good Shepherd Street (E)	Fat Kwong Street	WB	342	359	0	0	0	0
Z1	Sheung Hing Street	Fat Kwong Street	Princess Margaret Road	EB	513	427	0	0	0	0
Z2	Sheung Hing Street	Fat Kwong Street	Princess Margaret Road	WB	932	878	0	0	0	0
AA1	Main Fung Path	Fat Kwong Street	Princess Margaret Road	EB	307	335	0	0	0	0
AA2	Main Fung Path	Fat Kwong Street	Princess Margaret Road	WB	230	166	0	0	0	0



運輸署

Transport Department

By Fax and Post (2831 0003)

本署檔號 Our Ref.: () in KR 146/193/S-29
來函檔號 Your Ref.: 40095/L43483/SLN/GWL
電話 Tel.: 2399 2512

28 March 2014

LLA Consultancy Limited
Unit 610, 6/F.,
Island Place Tower,
510 King's Road,
North Point,
Hong Kong
(Attn.: Mr. S L Ng)

Dear Sir/Madam,

**Proposed Residential Development at Junction of Fat Kwong Street and Sheung Foo Street,
KIL No. 11228, Ho Man Tin
Year 2032 Traffic Forecasts for Environmental Assessment**

I refer to the above letter dated 14 March 2014 and the supplementary information sent to our office via e-mail on 27 March 2014.

I have no specific comment on the submitted forecasted traffic data in year 2032 from traffic engineering point of view.

Yours faithfully

(T. C. LEUNG)

for Commissioner for Transport

市區(九龍)及新界分區辦事處
Urban (Kln.) & NT Regional Offices
九龍彌敦道三十號旺角政府合署七樓及八樓
7th & 8th Floors, Mong Kok Government Offices, 30 Luen Wan Street, Kowloon.
圖文傳真 Fax No.: 2381 3799 (新界區) (NTRO) 2397 8046 (九龍市區) (U(K)RO)
網址 Web Site: <http://www.td.gov.hk>

APPENDIX D:
RESULTS OF ROAD TRAFFIC NOISE IMPACT ASSESSMENT
FOR UNMITIGATED SCENARIO

Garden Units

Floor	mpd	NG-01	NG-02	NG-03	NG-04	NG-05	NG-06	NG-07	NG-08	NG-09	NG-10	NG-11	NG-12	NG-13	NG-14	NG-15	NG-16	NG-17	NG-18	NG-19	NG-20	NG-21	NG-22	NG-23	NG-24	NG-25
GL	41.75	72	71	70	70	69	69	68	68	68	68	68	68	68	68	68	68	68	68	68	70	70	70	72	73	73
Max. Noise Level		72	71	70	70	69	69	68	68	68	68	68	68	68	68	68	68	68	68	68	70	70	70	72	73	73
Exceedance		1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Exceeded Premise		1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Garden Units	
Maximum Noise Level	73
No. of Exceedance	3
No. of Units	7

Tower 1

Floor	mpd	NTI-01	NTI-02	NTI-03	NTI-04	NTI-05	NTI-06	NTI-07	NTI-08	NTI-09	NTI-10	NTI-11	NTI-12	NTI-13	NTI-14	NTI-15	NTI-16	NTI-17	NTI-18	NTI-19
1/F - 1.2m	48.95	64	66	68	69	70	71	72	-	-	-	-	78	79	79	79	79	79	79	79
1/F - 1.4m	40.15	64	66	68	69	70	71	72	-	-	-	-	78	79	79	79	79	79	79	79
1/F - 1.6m	40.35	64	66	68	69	70	71	72	-	-	-	-	78	79	79	79	79	79	79	79
1/F - 1.8m	40.55	64	66	68	69	70	71	72	-	-	-	-	78	79	79	79	79	79	79	79
1/F - 2.0m	40.75	64	66	68	69	70	71	72	-	-	-	-	78	79	79	79	79	79	79	79
Max. Noise Level		64	66	68	69	70	71	72	-	-	-	-	78	79	79	79	79	79	79	79
Exceedance		0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1
Exceeded Premise		0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Floor	mpd	NTI-01	NTI-02	NTI-03	NTI-04	NTI-05	NTI-06	NTI-07	NTI-08	NTI-09	NTI-10	NTI-11	NTI-12	NTI-13	NTI-14	NTI-15	NTI-16	NTI-17	NTI-18	NTI-19
2/F	52.10	66	67	69	69	70	71	72	-	-	-	-	77	78	78	78	78	79	79	79
3/F	55.25	66	67	69	69	70	71	72	-	-	-	-	77	78	78	78	78	79	79	79
4/F	58.40	66	67	69	69	70	71	72	-	-	-	-	77	78	78	78	78	79	79	79
5/F	61.55	66	67	69	69	70	71	72	-	-	-	-	77	78	78	78	78	79	79	79
6/F	64.70	66	67	69	69	70	71	72	-	-	-	-	77	78	78	78	78	79	79	79
7/F	67.85	66	67	69	69	70	71	72	-	-	-	-	77	78	78	78	78	79	79	79
8/F	71.00	65	66	68	68	69	70	71	72	-	-	-	76	77	77	77	77	77	77	77
9/F	74.15	65	66	68	68	69	70	71	72	-	-	-	76	77	77	77	77	77	77	77
10/F	77.30	65	66	68	68	69	70	71	72	-	-	-	76	77	77	77	77	77	77	77
11/F	80.45	65	66	68	68	69	70	71	72	-	-	-	76	77	77	77	77	77	77	77
12/F	83.60	65	66	68	68	69	70	71	72	-	-	-	76	77	77	77	77	77	77	77
13/F	86.75	65	66	68	68	69	70	71	72	-	-	-	76	77	77	77	77	77	77	77
14/F	89.90	65	66	68	68	69	70	71	72	-	-	-	76	77	77	77	77	77	77	77
15/F	93.05	65	66	68	68	69	70	71	72	-	-	-	76	77	77	77	77	77	77	77
Max. Noise Level		66	67	69	69	70	71	72	-	-	-	-	78	79	79	79	79	79	79	79
Exceedance		0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1
Exceeded Premise		0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Floor	mpd	NSI-01	NSI-02	NSI-03	NSI-04	NSI-05	NSI-06	NSI-07	NSI-08	NSI-09	NSI-10	NSI-11	NSI-12	NSI-13	NSI-14	NSI-15	NSI-16
1/F	96.50	65	66	67	67	68	65	73	-	-	-	-	-	-	-	-	-
Max. Noise Level		65	66	67	67	68	65	73	-	-	-	-	-	-	-	-	-
Exceedance		0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1
Exceeded Premise		0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Tower 1	
Maximum Noise Level	79
No. of Exceedance	52
No. of Units	108

Tower 2

Floor	mpd	NT2-01	NT2-01a	NT2-02	NT2-03	NT2-04	NT2-04a	NT2-05	NT2-06	NT2-07	NT2-08	NT2-09	NT2-10	NT2-11	NT2-12	NT2-13	NT2-14
1/F - 1.2m	48.95	-	75	74	73	77	70	74	73	70	68	68	69	69	68	63	62
1/F - 1.4m	49.15	-	76	74	73	77	71	74	73	70	69	69	70	69	68	63	63
1/F - 1.6m	49.35	-	76	74	73	77	71	74	73	70	69	69	70	69	68	63	63
1/F - 1.8m	49.55	-	76	75	74	77	71	74	73	71	69	69	70	69	69	63	63
1/F - 2.0m	49.75	-	76	75	74	77	72	74	73	71	69	69	70	69	69	63	63
Max. Noise Level		-	76	75	74	77	72	74	73	71	69	69	70	69	69	63	63
Exceedance		-	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0
No. of Premise		-	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0

Floor	mpd	NT2-01	NT2-01a	NT2-02	NT2-03	NT2-04	NT2-04a	NT2-05	NT2-06	NT2-07	NT2-08	NT2-09	NT2-10	NT2-11	NT2-12	NT2-13	NT2-14
2/F	52.10	73	-	76	76	76	-	74	73	72	71	70	72	71	70	65	65
3/F	55.25	74	-	77	76	77	-	74	73	72	71	71	72	71	71	65	65
5/F	58.40	74	-	76	76	77	-	74	73	72	72	72	72	71	71	65	65
6/F	61.55	74	-	77	76	76	-	73	73	72	72	72	72	71	71	65	65
7/F	64.70	74	-	76	76	76	-	73	72	72	72	71	72	71	71	65	65
8/F	67.85	74	-	76	76	76	-	73	72	72	72	71	72	71	71	65	65
9/F	71.00	73	-	76	76	75	-	73	72	72	72	71	72	71	71	65	65
10/F	74.15	73	-	76	75	75	-	73	72	72	72	71	71	71	71	65	65
11/F	77.30	73	-	75	75	75	-	73	72	72	71	71	71	71	71	65	64
12/F	80.45	73	-	75	75	75	-	73	72	71	71	71	71	71	71	65	64
13/F	83.60	72	-	75	75	75	-	72	72	71	71	71	71	71	71	65	64
14/F	86.75	72	-	75	75	75	-	72	72	71	71	71	71	71	71	65	64
15/F	89.90	72	-	75	74	74	-	72	71	71	71	71	71	71	71	64	64
16/F	93.05	72	-	74	74	74	-	72	71	71	71	71	71	71	71	64	64
Max. Noise Level		74	-	77	76	77	-	74	73	72	72	72	72	71	71	65	65
Exceedance		14	-	14	14	14	-	14	14	14	14	13	14	14	13	0	0
No. of Premise		14	-	14	14	14	-	14	14	14	14	13	14	14	13	0	0

Floor	mpd	NS2-01	NS2-02	NS2-03	NS2-04	NS2-05	NS2-06	NS2-07	NS2-08	NS2-09	NS2-10
10/F	98.50	70	74	74	74	71	71	71	71	64	64
Max. Noise Level		70	74	74	74	71	71	71	71	64	64
Exceedance		0	1	1	1	1	1	1	1	0	0
No. of Premise		0	1	1	1	1	1	1	1	0	0

Tower 2
Maximum Noise Level
No. of Exceedance
No. of Units

Tower 2
Maximum Noise Level
No. of Exceedance
No. of Units

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2042 Traffic Data in A.M.) - Unmitigated Scenario
N.B. shaded cells denote noise level that will exceed limit of 70.4dB(A)

Tower 3

Floor	NT3-01	NT3-01a	NT3-02	NT3-03	NT3-04	NT3-05	NT3-06	NT3-07	NT3-08	NT3-09	NT3-10	NT3-11	NT3-12	NT3-13	NT3-14	NT3-15
1/F - 1.2m	48.95	70	68	70	68	67	67	67	67	67	67	67	67	67	67	67
1/F - 1.4m	49.15	70	68	70	68	68	67	67	67	67	67	67	67	67	67	67
1/F - 1.6m	49.35	70	69	70	69	68	68	68	67	67	67	67	67	67	67	67
1/F - 1.8m	49.55	70	69	70	69	68	68	68	67	67	67	67	67	67	67	67
1/F - 2.0m	49.75	70	69	70	69	68	68	68	67	67	67	67	67	67	67	67
Max. Noise Level		70	69	70	69	68	68	68	67	67	67	67	67	67	67	67
Exceedance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		1				1			1			1			1	1

Floor	NT3-01	NT3-01a	NT3-02	NT3-03	NT3-04	NT3-05	NT3-06	NT3-07	NT3-08	NT3-09	NT3-10	NT3-11	NT3-12	NT3-13	NT3-14	NT3-15
2/F - 1.2m	52.10	72	-	71	71	71	71	70	70	69	69	69	69	66	66	66
3/F	55.25	72	-	72	71	71	71	71	70	70	70	69	69	66	66	66
5/F	58.40	72	-	72	71	71	71	71	70	70	70	70	70	66	66	66
6/F	61.55	72	-	72	71	71	71	71	71	71	70	70	70	66	66	66
7/F	64.70	72	-	72	71	71	71	71	71	71	71	70	70	66	66	66
8/F	67.85	72	-	72	71	71	71	71	71	71	71	71	70	66	66	66
9/F	71.00	72	-	72	71	71	71	71	71	71	71	71	71	66	66	66
10/F	74.15	72	-	72	71	71	71	71	71	71	71	71	71	66	66	66
11/F	77.30	72	-	72	71	71	71	71	71	71	71	71	71	66	66	66
12/F	80.45	72	-	72	71	71	71	71	71	71	71	71	71	66	66	66
13/F	83.60	72	-	72	71	71	71	71	71	71	71	71	71	66	66	66
14/F	86.75	72	-	72	71	71	71	71	71	71	71	71	71	66	66	66
15/F	89.90	72	-	72	71	71	71	71	71	71	71	71	71	66	66	66
16/F	93.05	72	-	72	71	71	71	71	71	71	71	71	71	66	66	66
17/F	96.20	72	-	72	71	71	71	71	71	71	71	71	71	66	66	66
18/F	99.35	72	-	72	71	71	71	71	71	71	71	71	71	66	66	66
Max. Noise Level		72	-	72	71	71	71	71	71	71	71	71	71	66	66	66
Exceedance		14	-	14	14	13	13	12	11	10	9	8	8	0	0	0
No. of Premise		14				13	14		12	14		14		14	14	14

Floor	NS3-01	NS3-02	NS3-03	NS3-04	NS3-05	NS3-06	NS3-07	NS3-08	NS3-09	NS3-10	NS3-11	NS3-12	NS3-13	NS3-14	NS3-15
19/F	96.50	71	71	71	71	71	71	71	71	71	71	71	66	65	65
Max. Noise Level		71	71	71	71	71	71	71	71	71	71	71	66	65	65
Exceedance		1	1	1	1	1	1	1	1	1	1	1	0	0	0
No. of Premise		1			1								1	1	1

Tower 3
Maximum Noise Level
No. of Exceedance
No. of Units

Tower 5

Floor	mPD	NTS-01	NTS-02	NTS-03	NTS-04	NTS-05	NTS-06	NTS-07	NTS-08	NTS-09	NTS-10	NTS-11	NTS-12	NTS-13
1/F - 1.2m	48.95	66	66	66	66	67	68	69	71	71	71	71	62	63
1/F - 1.4m	49.15	66	66	66	66	67	68	69	71	71	71	71	63	63
1/F - 1.6m	49.35	66	66	66	66	67	68	69	71	71	71	71	63	63
1/F - 1.8m	49.55	66	66	66	66	67	68	69	71	71	71	71	63	64
1/F - 2.0m	49.75	66	66	66	67	67	68	70	72	71	71	71	63	64
Max. Noise Level		66	66	66	67	67	68	70	72	71	71	71	63	64
Exceedance		0	0	0	0	0	0	0	1	1	1	1	0	0
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1

Floor	mPD	NTS-01	NTS-02	NTS-03	NTS-04	NTS-05	NTS-06	NTS-07	NTS-08	NTS-09	NTS-10	NTS-11	NTS-12	NTS-13
2/F - 18/F	52.10	68	68	68	68	69	69	70	72	72	72	72	66	66
3/F	55.25	69	69	69	69	69	69	70	72	72	72	72	66	67
5/F	58.40	69	69	69	69	69	69	70	72	72	72	72	66	67
6/F	61.55	70	70	69	69	69	69	71	72	72	72	72	66	67
7/F	64.70	70	70	70	70	70	70	71	72	72	72	72	66	67
8/F	67.85	70	70	70	70	70	70	71	72	72	72	72	66	66
9/F	71.00	70	70	70	70	70	70	71	72	72	72	72	66	66
10/F	74.15	70	70	70	70	70	70	71	72	72	72	72	66	66
11/F	77.30	71	71	71	71	71	71	71	72	71	71	71	66	66
12/F	80.45	71	71	71	71	71	71	71	72	71	71	71	66	66
13/F	83.60	71	71	71	71	71	71	71	72	71	71	71	66	66
14/F	86.75	71	71	71	71	71	71	71	72	71	71	71	66	66
15/F	89.90	71	71	71	71	71	71	71	72	71	71	71	65	66
16/F	93.05	71	71	71	71	71	71	71	72	71	71	71	65	66
Max. Noise Level		71	71	71	71	71	71	71	72	72	72	72	66	67
Exceedance		6	6	5	5	5	5	11	14	14	14	14	0	0
No. of Premise		14	14	14	14	14	14	14	14	14	14	14	14	14

Floor	mPD	NS5-01	NS5-02	NS5-03	NS5-04	NS5-05	NS5-06	NS5-07	NS5-08	NS5-09	NS5-10	NS5-11	NS5-12	NS5-13
10/F	96.50	71	71	71	71	71	71	71	72	71	71	71	65	66
Max. Noise Level		71	71	71	71	71	71	71	72	71	71	71	65	66
Exceedance		1	1	1	1	1	1	1	1	1	1	1	0	0
No. of Premise		3	3	3	3	3	3	3	3	3	3	3	0	0

Tower 5
Maximum Noise Level
No. of Exceedance
No. of Units

72
29
80

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2033 Traffic Data in A.M.) - Unmitigated Scenario
 N.B. shaded cells denote noise level that will exceed limit of 70.40dB(A)

Tower 6

Floor	ImpD	NT6-01	NT6-02	NT6-03	NT6-04	NT6-05	NT6-06	NT6-07	NT6-08	NT6-09	NT6-10	NT6-11	NT6-11a	NT6-12	NT6-13
1/F - 1.2m	48.95	71	71	71	71	69	68	69	66	68	70	72	-	64	63
1/F - 1.4m	40.15	71	71	71	71	70	69	70	67	68	71	73	-	64	63
1/F - 1.6m	40.35	71	71	71	71	72	70	69	68	69	72	73	-	64	63
1/F - 1.8m	40.55	71	71	71	71	72	70	71	68	70	72	73	-	64	63
1/F - 2.0m	40.75	71	71	71	71	72	70	72	69	70	72	73	-	64	63
Max. Noise Level		71	71	71	71	72	70	72	69	70	72	73	-	64	63
Exceedance		1	1	1	1	1	0	1	0	0	1	1	-	0	0
Exceeded Premise		1	1	1	1	1	1	1	1	1	1	1	-	0	0
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	-	0	0

Floor	ImpD	NT6-01	NT6-02	NT6-03	NT6-04	NT6-05	NT6-06	NT6-07	NT6-08	NT6-09	NT6-10	NT6-11	NT6-11a	NT6-12	NT6-13
2/F	52.10	72	72	73	73	73	73	73	72	72	73	74	71	67	66
3/F	55.25	72	72	73	73	73	73	73	73	73	74	74	72	67	66
5/F	58.40	72	72	73	73	73	73	73	72	73	73	74	72	67	66
6/F	61.55	72	72	72	72	73	73	73	72	73	73	73	71	67	66
7/F	64.70	72	72	72	72	72	73	73	72	72	73	73	71	67	66
8/F	67.85	72	72	72	72	72	72	72	72	72	72	72	71	67	66
9/F	71.00	71	71	71	71	72	72	72	71	72	72	72	70	67	66
10/F	74.15	71	71	71	71	72	72	72	71	71	72	72	70	67	66
11/F	77.30	71	71	71	71	71	71	71	71	71	71	71	70	67	66
12/F	80.45	71	71	71	71	71	71	71	70	71	71	71	69	66	66
15/F	83.60	71	71	71	71	71	71	71	70	70	71	71	69	66	66
16/F	86.75	70	71	71	71	71	71	71	70	70	71	71	69	66	66
17/F	89.90	70	70	70	71	71	71	71	70	70	70	71	69	66	66
18/F	93.05	70	70	70	70	71	71	71	70	70	70	70	68	66	66
Max. Noise Level		72	72	73	73	73	74	74	73	73	74	74	72	67	66
Exceedance		11	12	12	13	14	14	14	9	10	12	13	6	0	0
Exceeded Premise		13	14	14	14	14	14	14	13	14	14	14	14	14	14
No. of Premise		13	14	14	14	14	14	14	13	14	14	14	14	14	14

Floor	ImpD	NS6-01	NS6-02	NS6-03	NS6-04	NS6-05	NS6-06	NS6-07	NS6-08	NS6-09	NS6-10	NS6-11	NS6-11a	NS6-12	NS6-13
10/F	96.50	70	70	70	70	70	70	70	69	70	70	70	68	66	66
Max. Noise Level		70	70	70	70	70	70	70	69	70	70	70	68	66	66
Exceedance		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exceeded Premise		0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1

Tower 6
Maximum Noise Level
No. of Exceedance
No. of Units

74
43
80

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2032 Traffic Data in A.M.) - Unmitigated Scenario
 N.B. Shaded cells denote noise level that will exceed limit of 70 dBA

Tower 7

Floor	NT7-01	NT7-02	NT7-03	NT7-04	NT7-05	NT7-06	NT7-07	NT7-08	NT7-09	NT7-10	NT7-11	NT7-12	NT7-13	NT7-14
1/F - 1.2m	48.95	68	70	73	74	74	74	74	73	72	70	70	68	66
1/F - 1.4m	49.15	69	71	73	74	74	74	74	73	72	70	70	68	66
1/F - 1.6m	49.35	70	71	73	74	75	74	74	73	72	70	70	68	66
1/F - 1.8m	49.55	70	72	73	74	75	74	74	73	72	71	70	68	66
1/F - 2.0m	49.75	71	72	73	74	75	74	74	73	72	71	70	68	66
Max. Noise Level	71	72	73	74	75	74	74	74	73	72	71	70	68	66
Exceedance	3	1	1	1	1	1	1	1	1	1	1	0	0	0
No. of Premise	1													

Floor	NT7-01	NT7-02	NT7-03	NT7-04	NT7-05	NT7-06	NT7-07	NT7-08	NT7-09	NT7-10	NT7-11	NT7-12	NT7-13	NT7-14
2/F	52.10	72	73	74	74	75	75	75	74	73	72	71	70	69
3/F	55.25	73	73	74	74	75	75	75	73	72	72	71	70	69
5/F	58.40	73	73	73	74	75	74	74	73	72	71	71	70	69
6/F	61.55	72	73	73	74	74	74	74	72	72	71	71	70	68
7/F	64.70	72	72	73	74	74	74	74	72	71	71	70	70	68
8/F	67.85	72	72	72	73	73	73	73	72	71	70	70	69	68
9/F	71.00	71	72	72	73	73	73	73	71	71	70	70	69	68
10/F	74.15	71	71	72	73	73	73	73	71	70	70	70	69	68
11/F	77.30	71	71	71	72	72	72	72	71	70	69	69	68	67
12/F	80.45	70	71	71	72	72	72	72	71	70	69	69	68	67
13/F	83.60	70	70	71	72	72	72	72	70	70	69	69	68	67
14/F	86.75	70	70	70	71	72	72	72	70	70	69	69	68	67
15/F	89.90	70	70	70	71	72	72	72	70	69	69	69	68	67
16/F	93.05	69	70	70	71	71	71	71	70	69	69	68	68	67
17/F	96.20	69	70	70	71	71	71	71	70	69	69	68	68	67
18/F	99.35	69	70	70	71	71	71	71	70	69	69	68	68	67
Max. Noise Level	99	73	73	74	74	75	75	75	74	73	72	71	70	69
Exceedance	9	10	11	12	14	14	14	14	10	7	5	4	0	0
No. of Premise	14													

Floor	NS7-01	NS7-02	NS7-03	NS7-04	NS7-05	NS7-06	NS7-07	NS7-08	NS7-09	NS7-10	NS7-11	NS7-12	NS7-13	NS7-14
19/F	96.50	69	69	70	70	71	71	71	69	69	68	68	68	67
Max. Noise Level	69	69	70	70	71	71	71	71	69	69	68	68	68	67
Exceedance	0	0	0	0	1	1	1	1	0	0	0	0	0	0
No. of Premise	1													

Tower 7	
Maximum Noise Level	76
No. of Exceedance	40
No. of Units	80

Overall Result	
Maximum Noise Level	79
No. of Exceedance	277
No. of Units	561
Percentage of Compliance	51%

Note: 71 exceed HKPSG standard of 70dBA

Garden Units

Floor	mpd	NG-01	NG-02	NG-03	NG-04	NG-05	NG-06	NG-07	NG-08	NG-09	NG-10	NG-11	NG-12	NG-13	NG-14	NG-15	NG-16	NG-17	NG-18	NG-19	NG-20	NG-21	NG-22	NG-23	NG-24	NG-25
GU	41.75	70	70	69	69	68	68	67	67	67	67	67	67	67	67	67	67	67	68	69	69	69	71	72	72	72
Max. Noise Level		70	70	69	69	68	68	67	67	67	67	67	67	67	67	67	67	67	68	69	69	69	71	72	72	72
Exceedance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1
Exceeded Premise		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Garden Units	
Maximum Noise Level	72
No. of Exceedance	2
No. of Units	7

Tower 1

Floor	mpd	NTI-01	NTI-02	NTI-03	NTI-04	NTI-05	NTI-06	NTI-07	NTI-08	NTI-09	NTI-10	NTI-11	NTI-12	NTI-13	NTI-14	NTI-15	NTI-16	NTI-17	NTI-18	NTI-19
1/F - 1.2m	48.95	64	65	68	69	70	71	72	-	-	-	-	77	78	78	78	78	78	78	78
1/F - 1.4m	49.15	64	65	68	69	70	71	72	-	-	-	-	77	78	78	78	78	78	78	78
1/F - 1.6m	49.35	64	65	68	69	70	71	72	-	-	-	-	77	78	78	78	78	78	78	78
1/F - 1.8m	49.55	64	65	68	69	70	71	72	-	-	-	-	77	78	78	78	78	78	78	78
1/F - 2.0m	49.75	64	65	68	69	70	71	72	-	-	-	-	77	78	78	78	78	78	78	78
Max. Noise Level		64	65	68	69	70	71	72	-	-	-	-	77	78	78	78	78	78	78	78
Exceedance		0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1
Exceeded Premise		0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1
No. of Premise		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3

Floor	mpd	NTI-01	NTI-02	NTI-03	NTI-04	NTI-05	NTI-06	NTI-07	NTI-08	NTI-09	NTI-10	NTI-11	NTI-12	NTI-13	NTI-14	NTI-15	NTI-16	NTI-17	NTI-18	NTI-19
2/F	52.10	66	67	69	69	70	71	72	-	-	-	-	76	77	77	77	77	77	77	77
3/F	55.25	66	67	69	69	70	71	72	-	-	-	-	76	77	77	77	77	77	77	77
5/F	58.40	66	67	69	69	70	71	72	-	-	-	-	76	77	77	77	77	77	77	77
6/F	61.55	66	68	69	69	70	71	72	-	-	-	-	76	77	77	77	77	77	77	77
7/F	64.70	65	66	68	68	69	70	71	75	75	75	75	76	76	76	76	76	76	76	76
8/F	67.85	65	66	68	68	69	70	71	75	75	75	75	76	76	76	76	76	76	76	76
9/F	71.00	65	66	68	68	69	70	71	74	74	74	74	75	75	75	75	75	75	75	75
10/F	74.15	65	66	67	67	68	69	70	74	74	74	74	75	75	75	75	75	75	75	75
11/F	77.30	65	66	67	67	68	69	70	74	74	74	74	75	75	75	75	75	75	75	75
12/F	80.45	65	66	67	67	68	69	70	74	74	74	74	75	75	75	75	75	75	75	75
15/F	83.60	65	66	67	67	68	69	70	74	74	74	74	75	75	75	75	75	75	75	75
16/F	86.75	65	66	67	67	68	69	70	74	74	74	74	75	75	75	75	75	75	75	75
17/F	89.90	65	66	67	67	68	69	70	74	74	74	74	75	75	75	75	75	75	75	75
18/F	93.05	64	65	66	66	67	67	68	72	72	72	73	73	73	73	73	73	73	73	73
Max. Noise Level		66	67	69	69	70	71	72	75	76	76	77	76	77	77	77	77	77	77	77
Exceedance		0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1
Exceeded Premise		0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1
No. of Premise		14	14	14	14	14	14	14	13	13	13	13	14	14	14	14	14	14	14	14

Floor	mpd	NSI-01	NSI-02	NSI-03	NSI-04	NSI-05	NSI-06	NSI-07	NSI-08	NSI-09	NSI-10	NSI-11	NSI-12	NSI-13	NSI-14	NSI-15	NSI-16
10/F	96.50	65	66	66	66	66	65	72	73	72	72	73	73	73	73	73	64
Max. Noise Level		65	66	66	66	66	65	72	73	72	72	73	73	73	73	73	64
Exceedance		0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	0
Exceeded Premise		0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	0
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Tower 1	
Maximum Noise Level	78
No. of Exceedance	51
No. of Units	108

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2032 Traffic Data in P.M.) - Unmitigated Scenario
 N.B. Shaded cells denote noise level that will exceed limit of 70 dBA

Tower 2

Floor	inPD	NT2-01	NT2-01a	NT2-02	NT2-03	NT2-04	NT2-04a	NT2-05	NT2-06	NT2-07	NT2-08	NT2-09	NT2-10	NT2-11	NT2-12	NT2-13	NT2-14
1/F - 1.2m	48.95	-	74	72	72	76	69	73	72	69	67	68	69	68	67	62	62
1/F - 1.4m	49.15	-	75	73	72	76	70	73	72	69	68	68	69	68	67	62	62
1/F - 1.6m	49.35	-	75	73	72	76	70	73	72	69	68	68	69	68	68	62	62
1/F - 1.8m	49.55	-	75	74	73	76	70	73	72	70	68	68	69	68	68	62	62
1/F - 2.0m	49.75	-	75	74	73	76	71	73	72	70	69	68	69	68	68	63	62
Max. Noise Level	-	-	75	74	73	76	71	73	72	70	69	68	69	68	68	63	62
Exceedance	-	-	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0
Exceeded Premise	-	-	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0
No. of Premise	-	-	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0

Floor	inPD	NT2-01	NT2-01a	NT2-02	NT2-03	NT2-04	NT2-04a	NT2-05	NT2-06	NT2-07	NT2-08	NT2-09	NT2-10	NT2-11	NT2-12	NT2-13	NT2-14
2/F	52.10	72	-	75	74	75	-	73	72	71	70	69	71	70	69	65	65
3/F	55.25	73	-	76	75	76	-	73	72	71	71	70	71	70	70	65	65
5/F	58.40	73	-	75	75	76	-	73	72	71	71	71	71	71	70	65	65
6/F	61.55	72	-	76	75	75	-	72	72	71	71	71	71	71	70	65	65
7/F	64.70	72	-	75	75	75	-	72	71	71	71	71	71	71	70	65	65
8/F	67.85	73	-	75	75	75	-	72	71	71	71	70	71	70	70	65	65
9/F	71.00	72	-	75	75	74	-	72	71	71	71	70	71	70	70	65	65
10/F	74.15	72	-	75	74	74	-	72	71	71	71	70	71	70	70	65	64
11/F	77.30	72	-	74	74	74	-	72	71	71	70	70	71	70	70	65	64
12/F	80.45	71	-	74	74	74	-	72	71	71	70	70	71	70	70	64	64
15/F	83.60	71	-	74	74	74	-	71	71	71	70	70	70	70	70	64	64
16/F	86.75	71	-	74	74	74	-	71	71	70	70	70	70	70	70	64	64
17/F	89.90	71	-	74	73	73	-	71	71	70	70	70	70	70	70	64	64
18/F	93.05	71	-	73	73	73	-	71	71	70	70	70	70	70	70	64	64
Max. Noise Level	73	-	76	75	75	76	-	73	72	71	71	71	71	71	70	65	65
Exceedance	14	-	14	14	14	14	-	14	14	11	7	3	10	3	0	0	0
Exceeded Premise	-	-	14	14	14	14	-	14	14	11	7	3	10	3	0	0	0
No. of Premise	-	-	14	14	14	14	-	14	14	11	7	3	10	3	0	0	0

Floor	inPD	NS2-01	NS2-02	NS2-03	NS2-04	NS2-05	NS2-06	NS2-07	NS2-08	NS2-09	NS2-10
10/F	96.50	69	73	73	73	70	70	70	70	64	64
Max. Noise Level	69	73	73	73	70	70	70	70	70	64	64
Exceedance	0	1	1	1	0	0	0	0	0	0	0
Exceeded Premise	-	1	1	1	0	0	0	0	0	0	0
No. of Premise	-	1	1	1	0	0	0	0	0	0	0

Tower 2	
Maximum Noise Level	76
No. of Exceedance	48
No. of Units	94

N.B. Shaded cells denote noise level that will exceed limit of 70.4dB(A)

Tower 3

Floor	NS3-01	NS3-01a	NS3-02	NS3-03	NS3-04	NS3-05	NS3-06	NS3-07	NS3-08	NS3-09	NS3-10	NS3-11	NS3-12	NS3-13	NS3-14	NS3-15
1/F - 1.2m	69	67	69	68	67	67	66	66	66	66	66	66	66	63	62	62
1/F - 1.4m	69	68	69	68	68	67	67	66	66	67	66	66	66	63	62	62
1/F - 1.6m	69	68	69	68	68	67	67	67	66	67	67	66	66	63	62	62
1/F - 1.8m	69	68	69	68	68	67	67	67	66	67	67	67	67	63	63	63
1/F - 2.0m	69	68	69	68	68	67	67	67	67	67	67	67	67	63	63	63
Max. Noise Level	69	68	69	68	68	67	67	67	67	67	67	67	67	63	63	63
Exceedance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Floor	NS3-01	NS3-01a	NS3-02	NS3-03	NS3-04	NS3-05	NS3-06	NS3-07	NS3-08	NS3-09	NS3-10	NS3-11	NS3-12	NS3-13	NS3-14	NS3-15
2/F	71	-	70	70	69	69	69	69	68	68	68	68	68	66	66	66
3/F	55.25	71	-	71	70	70	70	70	69	69	69	69	68	66	66	66
4/F	58.40	71	-	71	70	70	70	70	69	69	69	69	68	66	66	66
5/F	61.55	71	-	71	70	70	70	70	70	70	69	69	69	66	66	66
6/F	64.70	71	-	71	70	70	70	70	70	70	70	69	69	66	66	66
7/F	67.85	71	-	71	70	70	70	70	70	70	70	70	70	66	66	66
8/F	71.00	71	-	71	70	70	70	70	70	70	70	70	70	66	66	66
9/F	74.15	71	-	71	70	70	70	70	70	70	70	70	70	66	66	66
10/F	77.30	71	-	71	71	71	71	70	70	70	70	70	70	66	65	65
11/F	80.45	71	-	71	71	71	71	70	70	70	70	70	70	66	65	65
12/F	83.60	71	-	71	70	71	71	70	70	70	70	70	70	66	65	65
13/F	86.75	71	-	71	70	71	71	70	70	70	70	70	70	66	65	65
14/F	89.90	71	-	71	70	71	71	70	70	70	70	70	70	65	65	65
15/F	93.05	71	-	71	70	70	70	70	70	70	70	70	70	65	65	65
Max. Noise Level	71	-	71	71	71	71	71	70	70	70	70	70	70	66	66	66
Exceedance	34	-	13	1	8	5	3	0	0	0	0	0	0	0	0	0
No. of Premise	14	14	14	14	8	5	3	0	0	0	0	0	0	0	0	0

Floor	NS3-01	NS3-02	NS3-03	NS3-04	NS3-05	NS3-06	NS3-07	NS3-08	NS3-09	NS3-10	NS3-11	NS3-12	NS3-13	NS3-14	NS3-15
10/F	71	71	70	70	70	70	70	70	70	70	70	70	70	65	65
Max. Noise Level	71	71	70	70	70	70	70	70	70	70	70	70	70	65	65
Exceedance	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0

Tower 3	
Maximum Noise Level	71
No. of Exceedance	23
No. of Units	112

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2032 Traffic Data in P.M.) - Unmitigated Scenario
 N.B. Shaded cells denote noise level that will exceed limit of 70 dBA

Tower 5

Floor	NTS-01	NTS-02	NTS-03	NTS-04	NTS-05	NTS-06	NTS-07	NTS-08	NTS-09	NTS-10	NTS-11	NTS-12
1/F - 1.2m	48.95	65	65	65	66	67	68	70	70	70	70	63
1/F - 1.4m	49.15	65	65	65	67	69	70	70	70	70	70	63
1/F - 1.6m	49.35	65	65	65	67	69	70	70	70	70	70	63
1/F - 1.8m	49.55	65	65	65	67	69	70	70	70	70	70	63
1/F - 2.0m	49.75	66	66	66	67	69	71	70	70	70	70	63
Max. Noise Level	46	66	66	66	67	69	71	70	70	70	70	63
Exceedance	0	0	0	0	0	0	1	0	0	0	0	0
Exceeded Premise	0	0	0	0	0	0	1	0	0	0	0	0
No. of Premise	1											

Floor	NTS-01	NTS-02	NTS-03	NTS-04	NTS-05	NTS-06	NTS-07	NTS-08	NTS-09	NTS-10	NTS-11	NTS-12	NTS-13
2/F - 18/F	52.10	67	67	67	67	68	69	71	71	71	71	66	66
3/F	55.25	68	68	68	68	68	69	71	71	71	71	66	66
5/F	58.40	68	68	68	68	68	70	71	71	71	71	66	66
6/F	61.55	69	69	69	69	69	70	71	71	71	71	66	66
7/F	64.70	69	69	69	69	69	70	71	71	71	71	66	66
8/F	67.85	69	69	69	69	69	70	71	71	71	71	66	66
9/F	71.00	69	69	69	69	69	70	71	71	71	71	66	66
10/F	74.15	70	70	70	70	70	70	71	71	71	71	66	66
11/F	77.30	70	70	70	70	70	70	71	71	71	71	66	66
12/F	80.45	70	70	70	70	70	70	71	71	71	71	65	66
13/F	83.60	70	70	70	70	70	70	71	71	71	71	65	66
14/F	86.75	70	70	70	70	70	70	71	71	71	71	65	66
15/F	89.90	70	70	70	70	70	70	71	71	71	71	65	66
16/F	93.05	70	70	70	70	70	70	71	71	71	71	65	66
17/F	96.20	70	70	70	70	70	70	71	71	71	71	65	66
18/F	99.35	70	70	70	70	70	70	71	71	71	71	65	66
Max. Noise Level	70	70	70	70	70	70	71	71	71	71	71	66	66
Exceedance	0	0	0	0	0	0	4	14	8	6	7	0	0
Exceeded Premise	0	0	0	0	0	0	4	14	8	6	7	0	0
No. of Premise	14												

Floor	NS5-01	NS5-02	NS5-03	NS5-04	NS5-05	NS5-06	NS5-07	NS5-08	NS5-09	NS5-10	NS5-11	NS5-12	NS5-13
Simplex/Typical	96.50	70	70	70	70	70	71	71	70	70	70	65	65
Max. Noise Level	70	70	70	70	70	70	71	71	70	70	70	65	65
Exceedance	0	0	0	0	0	0	1	1	0	0	0	0	0
Exceeded Premise	0	0	0	0	0	0	1	1	0	0	0	0	0
No. of Premise	1												

Tower 5	
Maximum Noise Level	71
No. of Exceedance	16
No. of Units	80

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2032 Traffic Data in P.M.) - Unmitigated Scenario
N.B. shaded cells denote noise level that will exceed limit of 70 dBA

Tower 6

Floor	NT6-01	NT6-02	NT6-03	NT6-04	NT6-05	NT6-06	NT6-07	NT6-08	NT6-09	NT6-10	NT6-11	0	NT6-12	NT6-13
1/F - 1.2m	48.95	70	70	70	68	67	68	65	66	69	71	-	63	63
1/F - 1.4m	49.15	70	70	70	68	68	68	66	67	70	72	-	63	63
1/F - 1.6m	49.35	70	70	70	69	69	69	67	68	71	72	-	63	63
1/F - 1.8m	49.55	70	70	70	71	69	69	67	69	71	72	-	64	63
1/F - 2.0m	49.75	70	70	70	71	69	69	68	69	71	72	-	64	63
Max. Noise Level	70	70	70	71	69	69	70	68	69	71	72	-	64	63
Exceedance	0	0	0	1	0	0	0	0	0	1	1	-	0	0
No. of Premise	1													
No. of Premise	1													

Floor	NT6-01	NT6-02	NT6-03	NT6-04	NT6-05	NT6-06	NT6-07	NT6-08	NT6-09	NT6-10	NT6-11	NT6-12	NT6-13
2/F	52.10	71	71	72	72	72	72	71	71	72	73	70	67
3/F	55.25	71	71	72	72	72	72	72	72	72	73	71	67
5/F	58.40	71	71	72	72	72	72	72	72	72	73	71	67
6/F	61.55	71	71	71	72	72	72	71	71	72	72	70	67
7/F	64.70	71	71	71	71	71	71	71	71	71	72	70	67
8/F	67.85	70	71	71	71	71	71	71	71	71	71	69	67
9/F	71.00	70	70	70	71	71	71	70	70	71	71	69	67
10/F	74.15	70	70	70	70	71	71	70	70	71	71	69	67
11/F	77.30	70	70	70	70	70	71	70	70	70	70	69	66
12/F	80.45	70	70	70	70	70	70	69	70	70	70	68	66
13/F	83.60	70	70	70	70	70	70	69	69	70	70	68	66
14/F	86.75	69	70	70	70	70	70	69	69	69	70	68	66
15/F	89.90	69	69	69	70	70	70	69	69	69	69	68	66
16/F	93.05	69	69	69	70	70	70	68	69	69	69	67	66
17/F	96.20	69	69	69	70	70	70	67	69	69	69	67	66
Max. Noise Level	71	71	72	72	72	72	72	72	72	73	73	71	67
Exceedance	5	6	6	7	8	8	9	6	6	8	8	2	0
No. of Premise	9												
No. of Premise	14												

Floor	NS6-01	NS6-02	NS6-03	NS6-04	NS6-05	NS6-06	NS6-07	NS6-08	NS6-09	NS6-10	NS6-11	NS6-12	NS6-13
10/F	69.50	69	69	69	69	69	70	68	68	69	69	67	65
Max. Noise Level	69	69	69	69	69	69	70	68	68	69	69	67	65
Exceedance	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise	0												
No. of Premise	1												

Tower 6	
Maximum Noise Level	73
No. of Exceedance	26
No. of Units	80

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2023 Traffic Data in P.M.) - Unmitigated Scenario
 N.B. shaded cells denote noise level that will exceed limit of 70 dBA

Tower 7

Floor	inPD	NT7-01	NT7-02	NT7-03	NT7-04	NT7-05	NT7-06	NT7-07	NT7-08	NT7-09	NT7-10	NT7-11	NT7-12	NT7-13	NT7-14
1/F - 1.2m	48.95	62	69	72	73	74	73	73	73	73	71	70	69	68	65
1/F - 1.4m	49.15	68	70	72	73	74	73	73	73	73	71	70	69	68	66
1/F - 1.6m	49.35	69	70	72	73	74	73	73	73	73	72	70	69	68	66
1/F - 1.8m	49.55	69	71	72	73	74	73	73	73	73	72	70	69	68	66
1/F - 2.0m	49.75	70	71	72	73	74	73	73	73	73	72	70	69	68	66
Max. Noise Level		70	71	72	73	74	74	73	73	73	72	70	69	68	66
Exceedance		0	1	1	1	1	1	1	1	1	1	0	0	0	0
Exceeded Premise		1				1					1				0
No. of Premise		1				1					1				1

Floor	inPD	NT7-01	NT7-02	NT7-03	NT7-04	NT7-05	NT7-06	NT7-07	NT7-08	NT7-09	NT7-10	NT7-11	NT7-12	NT7-13	NT7-14
2/F	52.10	71	72	73	73	75	75	75	74	73	71	71	70	68	68
3/F	55.25	72	72	73	73	74	74	74	74	73	72	71	71	70	68
5/F	58.40	72	72	72	73	74	74	74	74	73	72	71	71	70	68
6/F	61.55	71	72	72	72	74	73	73	73	72	71	71	70	69	68
7/F	64.70	71	71	72	72	73	73	73	73	72	71	70	70	69	68
8/F	67.85	71	71	71	71	73	73	73	73	71	71	70	70	69	68
9/F	71.00	70	71	71	71	72	72	72	72	71	70	70	69	69	68
10/F	74.15	70	70	70	71	72	72	72	72	71	70	69	69	69	68
11/F	77.30	70	70	70	70	72	72	72	72	71	70	69	69	69	68
12/F	80.45	69	70	70	70	71	71	71	71	70	69	69	69	68	67
15/F	83.60	69	69	70	70	71	71	71	71	70	69	69	69	68	67
16/F	86.75	69	69	69	69	71	71	71	71	70	69	69	68	68	67
17/F	89.90	69	69	69	69	71	71	71	71	70	69	69	68	68	67
18/F	93.05	68	69	69	69	70	70	70	71	69	69	68	68	68	67
Max. Noise Level		72	72	73	73	75	75	75	75	74	73	71	71	70	68
Exceedance		6	7	7	8	13	13	13	14	9	6	4	3	0	0
Exceeded Premise		8				14				9				0	0
No. of Premise		14				14				14				14	14

Floor	inPD	NS7-01	NS7-02	NS7-03	NS7-04	NS7-05	NS7-06	NS7-07	NS7-08	NS7-09	NS7-10	NS7-11	NS7-12	NS7-13	NS7-14
19/F	96.50	65	68	69	69	71	70	70	70	69	68	68	67	67	67
Max. Noise Level		68	68	69	69	71	70	70	70	69	68	68	68	67	67
Exceedance		0	0	0	0	1	0	0	0	0	0	0	0	0	0
Exceeded Premise		0				1				0				0	0
No. of Premise		1				1				1				1	1

Tower 7	
Maximum Noise Level	75
No. of Exceedance	35
No. of Units	80

Overall Result	
Maximum Noise Level	78
No. of Exceedance	200
No. of Units	561
Percentage of Compliance	64%

Note: 71 exceed HK PSG standard of 70dBA

APPENDIX E:
RESULTS OF ROAD TRAFFIC NOISE IMPACT ASSESSMENT
FOR PROPOSED MITIGATED SCENARIO

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2031 Traffic Data in A.M.) - Mitigated Scenario
 N.B. Shaded cells denote noise level that will exceed limit of 70.4dB(A)

Garden Units

Floor	ImpD	NG-01	NG-02	NG-03	NG-04	NG-05	NG-06	NG-07	NG-08	NG-09	NG-10	NG-11	NG-12	NG-13	NG-14	NG-15	NG-16	NG-17	NG-18	NG-19	NG-20	NG-21	NG-22	NG-23	NG-24	NG-25
G/L	41.75	64	65	65	65	63	63	62	62	62	62	61	61	61	61	61	61	61	61	61	62	62	61	64	64	65
Max. Noise Level		64	65	65	65	63	63	62	62	62	62	61	61	61	61	61	61	61	61	61	62	62	61	64	64	65
Exceedance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exceeded Premise		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Garden Units	
Maximum Noise Level	65
No. of Exceedance	0
No. of Units	7

Tower 1

Floor	ImpD	NTI-01	NTI-02	NTI-03	NTI-04	NTI-05	NTI-06	NTI-07	NTI-08	NTI-09	NTI-10	NTI-11	NTI-12	NTI-13	NTI-14	NTI-15	NTI-16	NTI-17	NTI-18	NTI-19
1/F - 1.2m	48.95	64	65	68	68	70	70	67	-	-	-	-	74	75	75	76	75	75	75	75
1/F - 1.4m	49.15	64	65	68	69	70	70	67	-	-	-	-	75	76	76	77	77	75	75	75
1/F - 1.6m	49.35	64	65	68	69	70	70	67	-	-	-	-	75	76	76	77	77	76	76	76
1/F - 1.8m	49.55	64	66	68	69	70	70	67	-	-	-	-	75	76	76	77	77	76	76	76
1/F - 2.0m	49.75	64	66	68	69	70	70	67	-	-	-	-	76	76	76	77	77	76	76	76
Max. Noise Level		64	66	68	69	70	70	67	-	-	-	-	76	76	76	77	77	76	76	76
Exceedance		0	0	0	0	0	0	0	-	-	-	-	1	1	1	1	1	1	1	1
Exceeded Premise		0	0	0	0	0	0	0	-	-	-	-	1	1	1	1	1	1	1	1
No. of Premise		1	1	1	1	1	1	1	-	-	-	-	1	1	1	1	1	1	1	1

Floor	ImpD	NTI-01	NTI-02	NTI-03	NTI-04	NTI-05	NTI-06	NTI-07	NTI-08	NTI-09	NTI-10	NTI-11	NTI-12	NTI-13	NTI-14	NTI-15	NTI-16	NTI-17	NTI-18	NTI-19
2/F	52.10	64	66	68	69	69	69	66	-	-	-	-	76	77	77	77	77	77	77	77
3/F	55.25	64	66	68	69	69	69	66	76	76	76	74	76	77	77	77	77	77	77	77
4/F	58.40	65	66	68	69	69	69	65	76	76	76	73	76	77	77	77	77	77	77	76
6/F	61.55	65	66	68	68	68	68	65	75	75	75	73	76	77	77	77	77	77	76	76
7/F	64.70	65	66	68	68	68	68	65	75	75	75	73	76	76	76	77	77	76	76	76
8/F	67.85	65	66	68	68	68	68	65	75	75	75	73	76	76	76	76	76	76	76	76
9/F	71.00	65	66	67	68	68	68	64	74	74	74	72	75	76	76	76	76	76	76	76
10/F	74.15	65	66	67	68	68	67	64	74	74	74	72	75	76	76	76	76	76	76	76
11/F	77.30	65	66	67	67	67	67	64	74	74	74	71	74	75	75	75	75	75	75	75
12/F	80.45	65	66	67	67	67	67	63	73	73	73	71	74	75	75	75	75	75	75	75
13/F	83.60	65	66	67	67	67	67	63	73	73	73	71	74	75	75	75	75	75	75	75
14/F	86.75	65	65	66	67	67	67	63	73	73	73	71	74	75	75	75	75	75	75	75
15/F	89.90	65	65	66	66	66	66	63	73	73	73	71	74	74	74	75	75	75	75	75
16/F	93.05	65	65	66	66	66	66	63	73	73	73	71	74	74	74	74	74	74	74	74
Max. Noise Level		65	66	68	69	69	69	66	76	76	76	74	76	77	77	77	77	77	77	77
Exceedance		0	0	0	0	0	0	0	13	13	13	11	14	14	14	14	14	14	14	14
Exceeded Premise		0	0	0	0	0	0	0	13	13	13	11	14	14	14	14	14	14	14	14
No. of Premise		14	14	14	14	14	14	14	13	13	13	11	14	14	14	14	14	14	14	14

Floor	ImpD	NSI-01	NSI-02	NSI-03	NSI-04	NSI-05	NSI-06	NSI-07	NSI-08	NSI-09	NSI-10	NSI-11	NSI-12	NSI-13	NSI-14	NSI-15	NSI-16
10/F	96.50	65	66	66	66	63	65	72	70	73	73	74	74	74	74	74	64
Max. Noise Level		65	66	66	66	63	65	72	70	73	73	74	74	74	74	74	64
Exceedance		0	0	0	0	0	0	1	0	1	1	1	1	1	1	1	0
Exceeded Premise		0	0	0	0	0	0	1	0	1	1	1	1	1	1	1	0
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Tower 1	
Maximum Noise Level	77
No. of Exceedance	45
No. of Units	108

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2032 Traffic Data in A.M.) - Mitigated Scenario
 N.B. Shaded cells denote noise level that will exceed limit of 70 dBA

Tower 2

Floor	ImpD	NT2-01	NT2-01a	NT2-02	NT2-03	NT2-04	NT2-04a	NT2-05	NT2-06	NT2-07	NT2-08	NT2-09	NT2-10	NT2-11	NT2-12	NT2-13	NT2-14
I/F - 1.2m	48.95	-	65	64	64	76	64	63	70	63	64	63	64	61	61	62	62
I/F - 1.4m	49.15	-	67	66	67	76	65	63	70	65	65	64	66	63	63	63	63
I/F - 1.6m	49.35	-	68	67	68	76	66	63	70	66	65	66	67	64	64	63	63
I/F - 1.8m	49.55	-	70	68	69	76	67	63	70	67	66	67	68	65	65	63	63
I/F - 2.0m	49.75	-	71	69	70	76	68	64	70	68	67	68	69	66	66	63	63
Max. Noise Level	-	71	69	70	76	68	64	70	68	67	68	69	70	66	66	63	63
Exceedance	-	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Exceeded Premise	-	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Floor	ImpD	NT2-01	NT2-01a	NT2-02	NT2-03	NT2-04	NT2-04a	NT2-05	NT2-06	NT2-07	NT2-08	NT2-09	NT2-10	NT2-11	NT2-12	NT2-13	NT2-14
2/F	52.10	70	-	74	73	75	-	62	70	70	69	69	70	65	69	63	63
3/F	55.25	73	-	75	75	76	-	63	70	69	69	69	69	65	70	63	63
5/F	58.40	73	-	75	75	76	-	63	70	69	70	69	69	66	70	64	63
6/F	61.55	73	-	75	75	76	-	63	70	69	69	69	69	66	70	64	64
7/F	64.70	73	-	75	75	76	-	63	70	69	69	69	69	66	70	64	64
8/F	67.85	73	-	75	75	76	-	64	70	69	69	69	69	66	70	64	64
9/F	71.00	72	-	74	75	75	-	64	70	69	69	69	69	66	70	64	64
10/F	74.15	72	-	75	75	75	-	64	70	69	69	69	69	66	70	65	64
11/F	77.30	72	-	75	74	75	-	64	70	69	69	69	69	67	70	64	64
12/F	80.45	72	-	75	74	74	-	65	70	69	69	69	69	67	70	64	64
15/F	83.60	72	-	74	74	74	-	65	70	69	69	69	69	67	70	64	64
16/F	86.75	72	-	74	74	74	-	65	70	69	69	69	69	67	70	64	64
17/F	89.90	72	-	74	74	74	-	65	70	69	69	69	69	67	70	64	64
18/F	93.05	72	-	74	74	74	-	65	70	69	69	69	69	67	70	64	64
Max. Noise Level	73	-	75	75	76	76	-	65	70	70	70	70	70	67	70	65	64
Exceedance	13	-	14	14	14	14	-	0	0	0	0	0	0	0	0	0	0
Exceeded Premise	-	14	14	14	14	14	-	0	0	0	0	0	0	0	0	0	0
No. of Premise	-	14	14	14	14	14	-	14	14	14	14	14	14	14	14	14	14

Floor	ImpD	NS2-01	NS2-02	NS2-03	NS2-04	NS2-05	NS2-06	NS2-07	NS2-08	NS2-09	NS2-10
10/F	96.50	70	74	74	74	71	69	67	70	64	64
Max. Noise Level	70	74	74	74	71	69	67	70	64	64	64
Exceedance	0	1	1	1	1	0	0	0	0	0	0
Exceeded Premise	-	1	1	1	1	0	0	0	0	0	0
No. of Premise	-	1	1	1	1	1	1	1	1	1	1

Tower 2
Maximum Noise Level
No. of Exceedance
No. of Units

76
16
94

Tower 3

Floor	ImpD	NT3-01	NT3-01a	NT3-02	NT3-03	NT3-04	NT3-05	NT3-06	NT3-07	NT3-08	NT3-09	NT3-10	NT3-11	NT3-12	NT3-13	NT3-14	NT3-15
1/F - 1.2m	48.95	63	62	68	65	67	63	63	62	63	67	67	66	67	63	63	63
1/F - 1.4m	49.15	64	64	68	67	67	65	64	64	64	67	67	67	67	63	63	63
1/F - 1.6m	49.35	64	65	68	68	68	66	65	65	65	67	67	67	67	63	63	63
1/F - 1.8m	49.55	64	66	68	68	68	66	65	65	65	67	67	67	67	64	63	63
1/F - 2.0m	49.75	64	67	69	68	68	67	66	65	66	67	67	67	67	64	63	63
Max. Noise Level		64	67	69	68	68	67	66	65	66	67	67	67	67	64	63	63
Exceedance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		1				1				1			1		2	1	1

Floor	ImpD	NT3-01	NT3-01a	NT3-02	NT3-03	NT3-04	NT3-05	NT3-06	NT3-07	NT3-08	NT3-09	NT3-10	NT3-11	NT3-12	NT3-13	NT3-14	NT3-15
2/F	52.10	64	-	69	69	69	68	67	67	67	68	68	67	68	64	63	63
3/F	55.25	64	-	70	70	70	69	68	67	68	69	69	68	68	64	64	64
5/F	58.40	64	-	70	70	70	69	69	68	69	69	69	69	69	65	64	64
6/F	61.55	64	-	70	70	70	69	69	68	69	69	69	69	69	65	65	65
7/F	64.70	65	-	70	69	69	69	69	68	69	69	69	69	69	65	65	65
8/F	67.85	65	-	70	69	69	69	69	68	69	69	69	69	69	65	65	65
9/F	71.00	65	-	70	69	69	69	69	68	69	69	69	69	69	65	65	65
10/F	74.15	66	-	70	69	69	69	69	68	69	69	69	69	69	66	65	65
11/F	77.30	66	-	70	69	69	69	69	68	69	69	69	69	69	66	65	65
12/F	80.45	66	-	70	69	69	69	69	68	69	69	69	69	69	66	65	65
13/F	83.60	66	-	70	69	69	69	69	68	69	69	69	69	69	66	65	65
14/F	86.75	66	-	70	69	69	69	69	68	69	69	69	69	69	66	65	65
15/F	89.90	66	-	70	69	69	69	69	68	69	69	69	69	69	66	65	65
16/F	93.05	66	-	70	69	69	69	69	68	69	69	69	69	69	66	65	65
Max. Noise Level		66	-	70	69	69	69	69	68	69	69	69	69	69	66	65	65
Exceedance		0	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		0	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		14				14				14			14		14	14	14

Floor	ImpD	NS3-01	NS3-02	NS3-03	NS3-04	NS3-05	NS3-06	NS3-07	NS3-08	NS3-09	NS3-10	NS3-11	NS3-12	NS3-13	NS3-14	NS3-15
10/F	96.50	66	70	69	69	69	69	69	69	69	69	69	69	69	69	69
Max. Noise Level		66	70	69	69	69	69	69	69	69	69	69	69	69	69	69
Exceedance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		1			1				1			1		1	1	1

Tower 3	
Maximum Noise Level	71
No. of Exceedance	8
No. of Units	112

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2032 Traffic Data in A.M.) - Mitigated Scenario
 N.B. shaded cells denote noise level that will exceed limit of 76 dBA

Tower 5

Floor	NTS-01	NTS-02	NTS-03	NTS-04	NTS-05	NTS-06	NTS-07	NTS-08	NTS-09	NTS-10	NTS-11	NTS-12	NTS-13
1/F - 1.2m	48.95	63	63	62	62	66	67	69	70	71	71	71	62
1/F - 1.4m	49.15	62	63	63	66	67	69	70	71	71	71	63	63
1/F - 1.6m	49.35	64	64	64	66	68	69	70	71	71	71	63	63
1/F - 1.8m	49.55	64	65	65	66	68	69	70	71	71	71	63	64
1/F - 2.0m	49.75	64	65	65	66	68	69	70	71	71	71	63	64
Max. Noise Level	64	65	65	66	66	68	69	70	71	71	71	63	64
Exceedance	0	0	0	0	0	0	0	0	1	1	1	0	0
No. of Premise	1												

Floor	NTS-01	NTS-02	NTS-03	NTS-04	NTS-05	NTS-06	NTS-07	NTS-08	NTS-09	NTS-10	NTS-11	NTS-12	NTS-13
2/F	52.10	66	67	67	66	68	70	70	71	72	72	63	64
3/F	55.25	67	68	68	67	69	70	70	72	72	72	64	65
5/F	58.40	68	68	68	67	69	70	71	72	72	72	64	65
6/F	61.55	68	68	69	68	69	70	70	72	72	72	65	65
7/F	64.70	69	68	69	69	68	70	71	72	72	72	65	66
8/F	67.85	69	68	69	69	69	70	71	70	71	71	65	66
9/F	71.00	69	69	70	70	69	70	71	70	71	71	65	66
10/F	74.15	70	69	70	70	69	70	71	70	71	71	65	66
11/F	77.30	70	69	70	70	70	70	71	69	71	71	65	66
12/F	80.45	70	69	70	70	70	69	71	69	70	71	65	66
13/F	83.60	70	69	70	70	70	69	71	69	70	71	65	66
14/F	86.75	70	69	70	71	70	69	71	69	70	71	65	66
15/F	89.90	70	69	70	71	70	69	71	69	70	70	65	66
16/F	93.05	70	69	70	71	70	69	71	68	70	70	65	66
Max. Noise Level	70	69	70	71	70	70	71	71	72	72	72	65	66
Exceedance	0	0	0	0	0	0	10	1	9	11	12	0	0
No. of Premise	3												

Floor	NTS-01	NTS-02	NTS-03	NTS-04	NTS-05	NTS-06	NTS-07	NTS-08	NTS-09	NTS-10	NTS-11	NTS-12	NTS-13
10/F	96.50	70	69	70	71	70	69	71	68	70	70	65	66
Max. Noise Level	70	69	70	71	70	69	71	68	70	70	70	65	66
Exceedance	0	0	0	1	0	0	1	0	0	0	0	0	0
No. of Premise	1												

Tower 5
Maximum Noise Level
No. of Exceedance
No. of Units

72
20
80

Tower 6

Floor	NT6-01	NT6-02	NT6-03	NT6-04	NT6-05	NT6-06	NT6-07	NT6-08	NT6-09	NT6-10	NT6-11	NT6-12	NT6-13
1/F - 1.2m	48.95	64	64	64	62	62	60	61	61	62	61	64	63
1/F - 1.4m	40.15	67	66	69	63	62	61	62	62	63	62	64	63
1/F - 1.6m	40.35	69	69	70	64	63	62	62	63	64	63	64	63
1/F - 1.8m	40.55	70	70	70	66	64	63	63	63	64	64	64	63
1/F - 2.0m	40.75	70	70	70	67	65	63	63	64	65	66	64	63
Max. Noise Level	70	70	70	71	67	65	63	63	64	65	66	64	63
Exceedance	0	0	0	1	0	0	0	0	0	0	0	0	0
Exceeded Premise	1	1	1	1	0	0	0	0	0	0	0	0	0
No. of Premise	1	1	1	1	3	1	1	1	1	1	1	1	1

Floor	NT6-01	NT6-02	NT6-03	NT6-04	NT6-05	NT6-06	NT6-07	NT6-08	NT6-09	NT6-10	NT6-11	NT6-12	NT6-13
2/F - 1.2m	52.10	72	72	72	72	72	70	69	71	72	70	70	64
3/F	55.25	72	72	72	72	72	71	71	72	72	71	71	65
5/F	58.40	72	72	72	72	72	71	72	72	72	71	72	66
6/F	61.55	72	72	72	72	72	71	72	72	72	71	71	66
7/F	64.70	72	72	72	72	72	70	71	72	72	70	71	66
8/F	67.85	71	71	71	72	72	70	71	71	71	70	70	66
9/F	71.00	71	71	71	71	71	70	71	71	71	70	70	66
10/F	74.15	71	71	71	71	71	70	70	71	71	70	70	66
11/F	77.30	71	71	71	71	71	69	70	70	70	69	69	66
12/F	80.45	71	71	71	71	71	69	70	70	70	69	69	66
13/F	83.60	70	70	71	71	71	69	70	70	70	68	69	66
14/F	86.75	70	70	70	70	70	69	69	70	70	68	69	66
15/F	89.90	70	70	70	70	70	69	69	69	69	68	69	66
16/F	93.05	70	70	70	70	70	69	69	69	69	68	68	66
Max. Noise Level	72	72	72	72	72	72	71	72	72	72	71	72	66
Exceedance	10	10	11	11	11	9	3	6	8	8	3	4	0
Exceeded Premise	11	11	11	11	11	9	3	6	8	8	3	4	0
No. of Premise	14	14	14	14	14	14	14	14	14	14	14	14	14

Floor	NS6-01	NS6-02	NS6-03	NS6-04	NS6-05	NS6-06	NS6-07	NS6-08	NS6-09	NS6-10	NS6-11	NS6-12	NS6-13
1/F	96.50	70	70	70	70	70	68	69	69	69	68	68	65
Max. Noise Level	70	70	70	70	70	70	68	69	69	69	68	68	65
Exceedance	0	0	0	0	0	0	0	0	0	0	0	0	0
Exceeded Premise	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise	1	1	1	1	1	1	1	1	1	1	1	1	1

Tower 6
Maximum Noise Level
No. of Exceedance
No. of Units

72
31
80

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2032 Traffic Data in A.M.) - Mitigated Scenario
 N.B. shaded cells denote noise level that will exceed limit of 70 dBA

Tower 7

Floor	NT7-01	NT7-02	NT7-03	NT7-04	NT7-05	NT7-06	NT7-07	NT7-08	NT7-09	NT7-10	NT7-11	NT7-12	NT7-13	NT7-14
1/F - 1.2m	48.95	62	64	64	74	74	74	74	68	70	70	69	68	66
1/F - 1.4m	49.15	62	63	65	74	74	74	74	68	70	70	69	68	66
1/F - 1.6m	49.35	63	64	66	74	74	74	74	68	70	70	69	68	66
1/F - 1.8m	49.55	64	65	68	70	75	74	74	68	70	70	69	68	66
1/F - 2.0m	49.75	64	66	69	71	75	74	74	68	70	70	69	68	66
Max. Noise Level	64	66	69	71	75	74	74	74	68	70	70	69	68	66
Exceedance	0	0	0	1	1	1	1	1	0	0	0	0	0	0
Exceeded Premise	1				3				1				1	1
No. of Premise					3				1				1	1

Floor	NT7-01	NT7-02	NT7-03	NT7-04	NT7-05	NT7-06	NT7-07	NT7-08	NT7-09	NT7-10	NT7-11	NT7-12	NT7-13	NT7-14
2/F	52.10	71	72	73	75	75	75	74	74	68	70	70	69	67
3/F	55.25	72	73	73	75	75	75	75	68	71	71	70	69	67
4/F	58.40	72	73	73	75	74	74	75	67	70	70	70	69	68
5/F	61.55	72	72	72	74	74	74	74	67	70	70	70	69	68
6/F	64.70	72	72	72	74	74	74	74	67	70	70	70	69	68
7/F	67.85	71	72	72	74	73	73	73	67	69	70	70	69	68
8/F	71.00	71	71	71	73	73	73	73	66	69	69	69	69	68
9/F	74.15	71	71	71	73	73	73	73	66	69	69	69	69	68
10/F	77.30	70	71	71	73	73	73	73	66	69	69	69	69	68
11/F	80.45	70	70	70	72	72	72	72	66	69	69	69	69	68
12/F	83.60	70	70	70	72	72	72	72	66	68	69	69	69	68
13/F	86.75	69	70	70	72	72	72	72	65	68	69	69	69	68
14/F	89.90	69	69	69	71	71	71	71	65	68	68	68	68	67
15/F	93.05	69	69	69	71	71	71	71	65	68	68	68	68	67
Max. Noise Level	72	73	73	73	75	75	75	75	68	71	71	70	69	68
Exceedance	8	9	9	6	14	14	14	14	0	1	1	0	0	0
Exceeded Premise		9			14				1				0	0
No. of Premise		14			14				14				14	14

Floor	NS7-01	NS7-02	NS7-03	NS7-04	NS7-05	NS7-06	NS7-07	NS7-08	NS7-09	NS7-10	NS7-11	NS7-12	NS7-13	NS7-14
1/F	46.50	69	69	68	71	71	71	71	65	67	68	68	68	67
Max. Noise Level	69	69	69	68	71	71	71	71	65	67	68	68	68	67
Exceedance	0	0	0	0	1	1	1	1	0	0	0	0	0	0
Exceeded Premise	0				1				0				0	0
No. of Premise		1			1				1				1	1

Tower 7	
Maximum Noise Level	75
No. of Exceedance	27
No. of Units	80

Overall Result	
Maximum Noise Level	77
No. of Exceedance	146
No. of Units	561
Percentage of Compliance	74%

Note:
 71 exceed HK PSG standard of 70dBA)
 NTI-01 dwellings with balconies
 70 dwellings protected by acoustic balconies (+2dBA)

Garden Units

Garden Units		mpd	NG-01	NG-02	NG-03	NG-04	NG-05	NG-06	NG-07	NG-08	NG-09	NG-10	NG-11	NG-12	NG-13	NG-14	NG-15	NG-16	NG-17	NG-18	NG-19	NG-20	NG-21	NG-22	NG-23	NG-24	NG-25
Floor																											
GU		41.75	63	64	64	64	62	62	62	61	61	61	61	61	61	61	61	61	61	60	61	61	61	63	63	63	64
Max. Noise Level			63	64	64	64	62	62	62	61	61	61	61	61	61	61	61	61	61	60	61	61	61	63	63	63	64
Exceedance			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exceeded Premise			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise			1	1	1	1	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1

Garden Units	
Maximum Noise Level	64
No. of Exceedance	0
No. of Units	7

Tower 1

Floor	mpd	NTI-01	NTI-02	NTI-03	NTI-04	NTI-05	NTI-06	NTI-07	NTI-08	NTI-09	NTI-10	NTI-11	NTI-12	NTI-13	NTI-14	NTI-15	NTI-16	NTI-17	NTI-18	NTI-19
1/F - 1.2m	48.95	63	65	68	68	69	70	67	-	-	-	-	73	74	74	75	75	74	74	74
1/F - 1.4m	49.15	64	65	68	69	69	70	67	-	-	-	-	74	75	75	76	76	75	74	74
1/F - 1.6m	49.35	64	65	68	69	69	70	67	-	-	-	-	74	75	75	76	76	75	75	75
1/F - 1.8m	49.55	64	65	68	69	69	70	67	-	-	-	-	74	75	75	76	76	75	75	75
1/F - 2.0m	49.75	64	65	68	69	69	70	67	-	-	-	-	74	75	75	76	76	75	75	75
Max. Noise Level		64	65	68	69	69	70	67	-	-	-	-	74	75	75	76	76	75	75	75
Exceedance		0	0	0	0	0	0	0	-	-	-	-	1	1	1	1	1	1	1	1
Exceeded Premise		0	0	0	0	0	0	0	-	-	-	-	1	1	1	1	1	1	1	1
No. of Premise		1	1	1	1	1	1	1	-	-	-	-	1	1	1	1	1	1	1	1

Floor	mpd	NTI-01	NTI-02	NTI-03	NTI-04	NTI-05	NTI-06	NTI-07	NTI-08	NTI-09	NTI-10	NTI-11	NTI-12	NTI-13	NTI-14	NTI-15	NTI-16	NTI-17	NTI-18	NTI-19
2/F	52.10	64	65	68	69	69	69	66	-	-	-	-	75	76	76	76	76	76	76	76
3/F	55.25	64	65	68	69	69	69	66	75	75	75	73	75	76	76	76	76	76	76	76
5/F	58.40	64	66	68	68	68	68	65	75	75	75	73	75	76	76	76	76	75	75	75
6/F	61.55	65	66	68	68	68	68	65	75	75	75	74	75	76	76	76	76	75	75	75
7/F	64.70	65	66	67	68	68	68	65	74	74	74	72	74	75	75	75	75	75	75	75
8/F	67.85	65	66	67	68	68	68	64	74	74	74	72	74	75	75	75	75	75	75	75
9/F	71.00	65	66	67	67	67	67	64	74	74	74	73	74	75	75	75	75	75	75	75
10/F	74.15	65	66	67	67	67	67	64	73	73	73	73	74	74	74	74	74	74	74	74
11/F	77.30	65	65	67	67	67	67	63	73	73	73	71	73	74	74	74	74	74	74	74
12/F	80.45	65	65	66	67	67	67	63	73	73	73	70	73	74	74	74	74	74	74	74
15/F	83.60	64	65	66	67	67	67	63	70	72	72	70	73	74	74	74	74	74	74	74
16/F	86.75	64	65	66	66	66	66	63	70	72	72	70	73	74	74	74	74	74	74	74
17/F	89.90	64	65	66	66	66	66	63	70	72	72	70	72	73	73	73	73	73	73	73
18/F	93.05	64	65	66	66	66	66	62	70	72	72	70	72	73	73	73	73	73	73	73
Max. Noise Level		65	66	68	69	69	69	66	75	75	75	73	75	76	76	76	76	76	76	76
Exceedance		0	0	0	0	0	0	0	9	13	13	8	14	14	14	14	14	14	14	14
Exceeded Premise		0	0	0	0	0	0	0	9	13	13	8	14	14	14	14	14	14	14	14
No. of Premise		14	14	14	14	14	14	14	13	13	13	13	14	14	14	14	14	14	14	14

Floor	mpd	NSI-01	NSI-02	NSI-03	NSI-04	NSI-05	NSI-06	NSI-07	NSI-08	NSI-09	NSI-10	NSI-11	NSI-12	NSI-13	NSI-14	NSI-15	NSI-16
19/F	96.50	65	65	66	66	62	64	71	69	72	72	73	73	73	73	73	64
Max. Noise Level		65	65	66	66	62	64	71	69	72	72	73	73	73	73	73	64
Exceedance		0	0	0	0	0	0	1	0	1	1	1	1	1	1	1	0
Exceeded Premise		0	0	0	0	0	0	1	0	1	1	1	1	1	1	1	0
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Tower 1	
Maximum Noise Level	76
No. of Exceedance	45
No. of Units	108

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2042 Traffic Data in P.M.) - Mitigated Scenario
N.B. shaded cells denote noise level that will exceed limit of 70 dBA

Tower 2

Floor	NT2-01	NT2-01a	NT2-02	NT2-03	NT2-04	NT2-04a	NT2-05	NT2-06	NT2-07	NT2-08	NT2-09	NT2-10	NT2-11	NT2-12	NT2-13	NT2-14
1/F - 1.2m	48.95	-	64	64	75	63	62	69	63	64	62	63	61	61	62	62
1/F - 1.4m	49.15	-	66	65	75	64	62	69	64	64	65	62	62	62	62	62
1/F - 1.6m	49.35	-	67	66	75	66	62	69	66	65	65	66	64	63	62	62
1/F - 1.8m	49.55	-	69	67	75	67	62	69	67	65	66	67	65	65	62	62
1/F - 2.0m	49.75	-	70	68	75	67	63	69	67	66	67	68	65	66	63	62
Max. Noise Level	-	-	70	68	75	67	63	69	67	66	67	68	65	66	63	62
Exceedance	-	-	0	0	1	0	0	0	0	0	0	0	0	0	0	0
No. of Premise	-	-	1	1	1	0	0	0	0	0	0	0	0	0	0	0

Floor	NT2-01	NT2-01a	NT2-02	NT2-03	NT2-04	NT2-04a	NT2-05	NT2-06	NT2-07	NT2-08	NT2-09	NT2-10	NT2-11	NT2-12	NT2-13	NT2-14
2/F	52.10	68	-	73	72	74	-	62	69	70	68	69	64	68	62	62
3/F	55.25	72	-	74	74	75	-	62	69	70	68	70	70	65	63	63
5/F	58.40	72	-	74	74	75	-	62	69	70	69	70	70	65	63	63
6/F	61.55	72	-	74	74	75	-	62	69	70	69	70	70	65	63	63
7/F	64.70	72	-	74	74	75	-	63	69	70	69	70	70	66	63	63
8/F	67.85	72	-	74	74	74	-	63	69	70	69	70	70	66	63	63
9/F	71.00	71	-	73	74	74	-	64	69	70	69	70	70	66	63	63
10/F	74.15	71	-	74	74	74	-	64	69	70	69	70	70	66	63	63
11/F	77.30	71	-	74	73	74	-	64	69	70	69	70	70	66	63	63
12/F	80.45	71	-	74	73	73	-	64	69	70	69	70	70	67	63	63
13/F	83.60	71	-	73	73	73	-	64	69	70	69	70	70	67	63	63
14/F	86.75	71	-	73	73	73	-	64	69	70	69	70	70	67	63	63
15/F	89.90	71	-	73	73	73	-	64	69	70	69	70	70	67	63	63
16/F	93.05	71	-	73	73	73	-	65	69	70	69	70	70	67	63	63
Max. Noise Level	72	-	-	74	74	75	-	65	69	70	69	70	70	67	63	63
Exceedance	13	-	-	14	14	14	-	0	0	0	0	0	0	0	0	0
No. of Premise	-	-	-	14	14	14	-	0	0	0	0	0	0	0	0	0

Floor	NS2-01	NS2-02	NS2-03	NS2-04	NS2-05	NS2-06	NS2-07	NS2-08	NS2-09	NS2-10
19/F	96.50	69	73	73	73	70	67	69	64	64
Max. Noise Level	69	73	73	73	70	70	67	69	64	64
Exceedance	0	1	1	1	0	0	0	0	0	0
No. of Premise	-	-	-	-	-	-	-	-	-	-

Tower 2
Maximum Noise Level
No. of Exceedance
No. of Units

75
16
94

Tower 3

Floor	Impd	NT3-01	NT3-02	NT3-03	NT3-04	NT3-05	NT3-06	NT3-07	NT3-08	NT3-09	NT3-10	NT3-11	NT3-12	NT3-13	NT3-14	NT3-15
1/F - 1.2m	48.95	63	62	67	65	67	63	62	61	62	66	66	66	63	62	62
1/F - 1.4m	49.15	63	63	67	67	67	65	64	63	64	66	66	66	63	62	62
1/F - 1.6m	49.35	63	63	68	67	67	65	64	64	64	66	66	66	63	62	62
1/F - 1.8m	49.55	63	66	68	67	67	66	65	64	65	66	66	66	63	62	62
1/F - 2.0m	49.75	63	66	68	68	67	66	65	64	65	66	66	66	63	62	62
Max. Noise Level		63	66	68	68	67	66	65	64	65	66	66	66	63	62	62
Exceedance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exceeded Premise		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Floor	Impd	NT3-01	NT3-02	NT3-03	NT3-04	NT3-05	NT3-06	NT3-07	NT3-08	NT3-09	NT3-10	NT3-11	NT3-12	NT3-13	NT3-14	NT3-15
2/F	52.10	63	-	68	68	67	66	66	66	67	67	67	67	63	63	63
3/F	55.25	63	-	69	69	68	67	67	67	68	68	67	68	64	64	64
4/F	58.40	64	-	69	69	68	68	67	67	68	69	68	68	65	64	64
5/F	61.55	64	-	69	70	68	69	67	69	69	69	68	69	65	64	64
6/F	64.70	64	-	69	70	69	69	67	69	69	69	69	69	65	64	64
7/F	67.85	64	-	69	70	70	69	69	68	69	69	69	69	65	64	64
8/F	71.00	65	-	69	70	70	69	69	68	69	69	69	69	65	64	64
9/F	74.15	65	-	69	70	70	69	69	68	69	69	69	69	65	65	65
10/F	77.30	65	-	69	70	70	69	69	68	69	69	69	69	65	65	65
11/F	80.45	65	-	69	70	70	69	69	68	69	69	69	69	65	65	65
12/F	83.60	65	-	69	70	70	69	69	68	69	69	69	69	65	65	65
13/F	86.75	66	-	69	70	70	69	69	68	69	69	69	69	65	65	65
14/F	89.90	66	-	69	70	70	69	69	68	69	69	69	69	65	65	65
15/F	93.05	66	-	69	70	70	69	69	68	69	69	69	69	65	65	65
Max. Noise Level		66	-	69	70	70	69	69	68	69	69	69	69	65	65	65
Exceedance		0	-	0	0	0	0	0	0	0	0	0	0	0	0	0
Exceeded Premise		0	-	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		14	-	14	14	14	14	14	14	14	14	14	14	14	14	14

Floor	Impd	NS3-01	NS3-02	NS3-03	NS3-04	NS3-05	NS3-06	NS3-07	NS3-08	NS3-09	NS3-10	NS3-11	NS3-12	NS3-13	NS3-14	NS3-15
1/F	46.50	66	69	70	70	69	70	69	70	70	70	70	70	65	65	65
Max. Noise Level		66	69	70	70	69	70	69	70	70	70	70	70	65	65	65
Exceedance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exceeded Premise		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Tower 3	
Maximum Noise Level	70
No. of Exceedance	0
No. of Units	112

Predicted Road Traffic Noise at Selected Sensitive Receivers (Based on Estimated Year 2032 Traffic Data in P.M.) - Mitigated Scenario
 N.B. shaded cells denote noise level that will exceed limit of 70 dBA(C)

Tower 5

Floor	mpd	NTS-01	NTS-02	NTS-03	NTS-04	NTS-05	NTS-06	NTS-07	NTS-08	NTS-09	NTS-10	NTS-11	NTS-12
1/F - 1.2m	48.95	61	61	61	61	65	67	68	69	70	70	62	63
1/F - 1.4m	49.15	62	62	62	63	65	67	68	69	70	70	62	63
1/F - 1.6m	49.35	63	63	63	64	65	67	69	69	70	70	62	63
1/F - 1.8m	49.55	64	64	64	64	65	67	69	69	70	70	62	63
1/F - 2.0m	49.75	64	65	65	65	65	67	69	69	70	70	63	63
Max. Noise Level		64	65	65	65	65	67	69	69	70	70	63	63
Exceedance		0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		1											

Floor	mpd	NTS-01	NTS-02	NTS-03	NTS-04	NTS-05	NTS-06	NTS-07	NTS-08	NTS-09	NTS-10	NTS-11	NTS-12	NTS-13
2/F	52.10	65	66	66	67	66	67	69	69	70	71	71	62	63
3/F	55.25	66	67	67	67	66	68	69	69	71	71	71	63	64
5/F	58.40	67	67	68	68	67	68	69	69	71	71	71	64	65
6/F	61.55	68	67	68	68	67	69	70	69	71	71	71	64	65
7/F	64.70	68	68	68	68	68	69	70	69	70	71	71	65	65
8/F	67.85	68	68	69	69	68	69	70	69	70	70	70	65	65
9/F	71.00	69	68	69	69	68	69	70	69	70	70	70	65	65
10/F	74.15	69	68	69	69	69	69	70	68	70	70	70	65	65
11/F	77.30	69	68	69	69	69	70	70	68	70	70	70	65	65
12/F	80.45	69	68	69	70	69	70	70	68	69	70	70	65	65
15/F	83.60	69	69	70	70	69	70	71	68	69	70	70	65	65
16/F	86.75	69	69	70	70	69	70	71	68	69	70	70	65	65
17/F	89.90	70	69	70	70	69	70	71	67	69	69	70	65	65
18/F	93.05	70	69	70	70	69	70	71	67	69	69	71	65	65
Max. Noise Level		70	69	70	70	69	70	71	69	71	71	71	65	65
Exceedance		0	0	0	0	0	0	4	0	3	3	5	0	0
No. of Premise		14												

Floor	mpd	NS5-01	NS5-02	NS5-03	NS5-04	NS5-05	NS5-06	NS5-07	NS5-08	NS5-09	NS5-10	NS5-11	NS5-12	NS5-13
10/F	90.50	70	69	70	70	70	70	71	67	69	69	69	65	65
Max. Noise Level		70	69	70	70	70	70	71	67	69	69	69	65	65
Exceedance		0	0	0	0	0	0	1	0	0	0	0	0	0
No. of Premise		1												

Tower 5	
Maximum Noise Level	71
No. of Exceedance	15
No. of Units	80

Tower 6

Floor	ImpD	NT6-01	NT6-02	NT6-03	NT6-04	NT6-05	NT6-06	NT6-07	NT6-08	NT6-09	NT6-10	NT6-11	0	NT6-12	NT6-13
1/F - 1.2m	48.95	63	63	63	63	61	61	59	60	60	61	60	-	63	63
1/F - 1.4m	49.15	65	65	65	68	62	61	60	61	61	62	61	-	63	63
1/F - 1.6m	49.35	68	68	68	69	63	62	61	61	62	62	62	-	63	63
1/F - 1.8m	49.55	69	69	69	69	65	63	61	62	62	63	63	-	64	63
1/F - 2.0m	49.75	69	69	69	70	66	63	62	62	63	64	65	-	64	63
Max. Noise Level		69	69	69	70	66	63	62	62	63	64	65	-	64	63
Exceedance		0	0	0	0	0	0	0	0	0	0	0	-	0	0
Exceeded Premise		0	0	0	0	0	0	0	0	0	0	0	-	0	0
No. of Premise		1													

Floor	ImpD	NT6-01	NT6-02	NT6-03	NT6-04	NT6-05	NT6-06	NT6-07	NT6-08	NT6-09	NT6-10	NT6-11	NT6-11a	NT6-12	NT6-13
2/F	52.10	70	70	71	71	71	71	69	68	69	70	69	69	64	63
3/F	55.25	71	71	71	71	71	71	70	71	71	71	70	70	65	64
4/F	58.40	71	71	71	71	71	71	70	71	71	71	69	70	65	64
5/F	61.55	71	71	71	71	71	71	69	70	71	71	69	70	66	65
6/F	64.70	71	71	71	71	71	71	69	70	71	71	69	70	66	65
7/F	67.85	70	70	70	71	71	70	69	70	70	70	69	69	66	65
8/F	71.00	70	70	70	70	70	70	69	70	70	70	68	69	66	65
9/F	74.15	70	70	70	70	70	70	68	69	70	70	68	69	66	65
10/F	77.30	70	70	70	70	70	70	68	69	69	69	68	68	66	65
11/F	80.45	70	70	70	70	70	70	68	69	69	69	68	68	66	65
12/F	83.60	69	69	70	70	70	69	68	69	69	69	68	68	66	65
13/F	86.75	69	69	69	69	69	68	68	68	68	69	67	68	66	65
14/F	89.90	69	69	69	69	69	68	68	68	68	68	67	67	66	65
15/F	93.05	69	69	69	69	69	68	68	68	68	68	67	67	66	65
Max. Noise Level		71	71	71	71	71	71	70	71	71	71	70	70	66	65
Exceedance		4	4	5	6	5	4	0	2	4	4	0	0	0	0
Exceeded Premise		5													
No. of Premise		14													

Floor	ImpD	NS6-01	NS6-02	NS6-03	NS6-04	NS6-05	NS6-06	NS6-07	NS6-08	NS6-09	NS6-10	NS6-11	NS6-11a	NS6-12	NS6-13
1/F	46.50	69	69	69	69	69	69	67	68	68	68	66	67	66	65
Max. Noise Level		69	69	69	69	69	69	67	68	68	68	66	67	66	65
Exceedance		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exceeded Premise		0	0	0	0	0	0	0	0	0	0	0	0	0	0
No. of Premise		1													

Tower 6	
Maximum Noise Level	71
No. of Exceedance	15
No. of Units	80

Tower 7

Floor	mPD	N17-01	N17-02	N17-03	N17-04	N17-05	N17-06	N17-07	N17-08	N17-09	N17-10	N17-11	N17-12	N17-13	N17-14
1/F - 1.2m	48.95	61	61	62	63	74	73	73	73	67	70	69	69	67	65
1/F - 1.4m	49.15	61	62	64	65	74	73	73	73	67	70	69	69	68	65
1/F - 1.6m	49.35	62	63	65	67	74	73	73	73	68	70	70	69	68	66
1/F - 1.8m	49.55	63	64	67	69	74	73	73	73	68	70	70	69	68	66
1/F - 2.0m	49.75	63	65	67	70	74	74	73	73	68	70	70	69	68	66
Max. Noise Level		63	65	67	70	74	74	73	73	68	70	70	69	68	66
Exceedance		0	0	0	0	1	1	1	1	0	0	0	0	0	0
Exceeded Premise		0	0	0	0	1	1	1	1	0	0	0	0	0	0
No. of Premise		1													

Floor	mPD	N17-01	N17-02	N17-03	N17-04	N17-05	N17-06	N17-07	N17-08	N17-09	N17-10	N17-11	N17-12	N17-13	N17-14
2/F	52.10	70	71	72	72	74	74	74	74	68	70	70	69	68	66
3/F	55.25	71	72	72	71	74	74	74	74	67	71	70	70	69	67
5/F	58.40	71	72	72	71	74	74	74	74	67	70	70	70	69	67
6/F	61.55	71	71	71	70	74	73	73	74	67	70	70	70	69	67
7/F	64.70	70	71	71	70	73	73	73	73	66	69	70	70	69	67
8/F	67.85	70	70	71	70	73	73	73	73	66	69	69	69	69	67
9/F	71.00	70	70	70	69	72	72	72	72	66	69	69	69	68	68
10/F	74.15	69	70	70	69	72	72	72	72	66	69	69	69	68	68
11/F	77.30	69	69	69	69	72	72	72	72	65	68	69	69	68	67
12/F	80.45	69	69	69	68	71	71	71	71	65	68	68	68	68	67
15/F	83.60	69	69	69	68	71	71	71	71	65	68	68	68	68	67
16/F	86.75	68	69	69	68	71	71	71	71	65	68	68	68	68	67
17/F	89.90	68	68	68	68	71	71	71	71	65	67	68	68	67	67
18/F	93.05	68	68	68	67	70	70	70	71	64	67	68	68	67	67
Max. Noise Level		71	72	72	72	74	74	74	74	68	71	70	70	69	68
Exceedance		3	5	6	5	13	13	13	14	0	1	0	0	0	0
Exceeded Premise		6	6	6	5	14	14	14	14	0	1	0	0	0	0
No. of Premise		14													

Floor	mPD	N17-01	N17-02	N17-03	N17-04	N17-05	N17-06	N17-07	N17-08	N17-09	N17-10	N17-11	N17-12	N17-13	N17-14
19/F	96.50	68	68	68	67	71	70	70	70	64	67	67	67	67	67
Max. Noise Level		68	68	68	67	71	70	70	70	64	67	67	67	67	67
Exceedance		0	0	0	0	1	0	0	0	0	0	0	0	0	0
Exceeded Premise		0	0	0	0	1	0	0	0	0	0	0	0	0	0
No. of Premise		1													

Tower 7	
Maximum Noise Level	74
No. of Exceedance	23
No. of Units	89

Overall Result	
Maximum Noise Level	76
No. of Exceedance	113
No. of Units	561
Percentage of Compliance	89%

Note:
 71 exceed HKPSG standard of 70dBA(A)
 70 dwellings with balconies
 dwellings protected by acoustic balconies (2dBA(A))

APPENDIX F:
CLARIFICATION LETTER BY AUTHORIZED PERSON



By Hand
Environmental Protection Department
26/F, Southern Centre,
130 Hennessy Road, Wan Chai
Hong Kong

P&T Architects and Engineers Ltd

Attn: Mr. Chris K.T. Kwok

23rd November; 2015

Dear Sir,

RESIDENTIAL DEVELOPMENT AT 1 SHEUNG FOO STREET
HOMANTIN, KOWLOON, KOWLOON INLAND LOT NO. 11228
- Clarification to NIA Report
Our Ref.: 4890/2/169/pc

We refer to your comment to our noise impact assessment (NIA) report section 2.6.2(c), via your memo to the Buildings Department dated 17/3/2015, ref (4) in EP1/K6/HMT-OT/168(pt.2). We write to confirm the following design and statutory constraint, which result in infeasible to further increase the acoustic fins length on the northwestern façade.

The proposed development comprises of special units at ground floor and typical units at the tower from 1/F to 19/F. With reference to the CAP123F Building (Planning) Regulations (30), (31) and (32), every room used for habitation shall be provided with natural lighting and ventilation by means of 'prescribed window' facing external air. The compliance of prescribed window can be demonstrated by (a) a rectangular horizontal plane in compliance with the requirement set in B(P)R (31), or (b) an UVA cone in compliance with the requirements set in PNAP APP-130.

For the architectural fins located at the northeastern façade, it can be observed that they are already located immediate to the site boundary; further increase of fin length may result in protrusion of structures outside the subject site, which is thus considered not feasible.

Furthermore, the longest fins proposed are already of 1.5m long, further extension of the length of fins would significantly impact the view and natural ventilation of the respective flat units. The adverse impacts on occupants are not desirable and therefore further extension of fin length is not recommended.

Besides, the proposed development is also subject to various constraints which restrict the design of layout. Under current Outline Zoning Plan, the maximum building height of the building blocks is 100mPD. However, the existing ground elevation is from about +41mPD. The effective building height is approximately 59m or lower. Furthermore, building separation requirement (i.e. require separation between two towers) and the limited size of the subject site make it infeasible for the towers to further setback from carriageways. Therefore, in order to cater the development potential, more number of towers occupying considerable footprint is inevitable.

...../2



The entrance of the subject site is located on the southeast side at Sheung Foo Street. According to COP (Code of Practice) for the provision of means of access for fire-fighting and rescue purposes 2004, paragraph 24.2 (e), a major façade of a building should have 25% of frontage within 10m from EVA. Therefore, EVA should be designated and aligned from the entrance to most façades not facing outwards. It will occupy significant site area among the southeastern portion of the subject site.

Should you have any queries, please feel free to contact Ms. Elaine Choy at 2832 7230 or Ms. Emma Lai at 2832 7221.

Yours faithfully,




Chan Wan Ming
for P&T Architects and Engineers Ltd

c.c. Wheelock – Mr. Eddie Nip }
 Environ – Mr. Calvin Chiu } by email

JC/VT/ELAI/CYCE/pc

APPENDIX G: SITE SURVEY PHOTOS RECORD

Appendix H - Site Survey Photo Records of the Existing Public Transport Interchange

Location	Time of Observation	Remarks
Sheung Foo Street Existing Public Transport Interchange	23:00 - 02:00	<p>The existing Public Transport Interchange at Sheung Foo Street has only one bus stop designated as terminating point (i.e. KMB Route 109). Other bus lines are just the En-route stops for other bus and minibus routes. Based on site survey, it was observed that the last schedule of bus of KMB Route 109 departing from Central (Macau Ferry) would arrive at around 00:45 at Sheung Foo Street terminating point. The bus would then depart from Sheung Foo Street immediately after dropping off the passenger. The photos below were taken at 02:00 showing that after the departure of the last schedule of bus of the KMB Route 109, there was no stacking of buses in the existing Public Transport Interchange.</p>
		

APPENDIX H: CORRESPONDENCE WITH TRANSPORT DEPARTMENT

Kole Lee

From: Ka Yee HUI <kayeehui@td.gov.hk>
Sent: Wednesday, December 09, 2015 2:41 PM
To: Kole Lee
Subject: Re: Enquiry on Bus Stops at Sheung Foo Street

Dear Mr. Lee,

Please kindly note that KMB do not have any buses which park overnight at Sheung Foo Street Bus Terminus. On the other hand, you may refer to Cap. 237 Fixed Penalty (Traffic Contraventions) Ordinance Section 12 Defences and its Schedule 2 1D(iii) about the relevant legislation on overnight parking at terminus.

Regards,

Judy HUI
Transport Operations (Kowloon)
Transport Department
Tel: 2399 2490

From: Kole Lee <klee@ramboll.com>
To: "kayeehui@td.gov.hk" <kayeehui@td.gov.hk>
Date: 02/12/2015 17:19
Subject: Enquiry on Bus Stops at Sheung Foo Street

Dear Judy,

This is Kole from an environmental consultancy firm, Ramboll Environ HK Ltd. It is understood that Mr. Horace Mak had contacted you earlier inquiring whether the bus stops at Ho Man Tin Sheung Foo street were allowed for parking overnight.

As I am currently working on the noise impact assessment for two sites situated near Sheung Foo Street in Ho Man Tin, EPD is concerned whether there would be stacking of buses overnight nearby and therefore, I would like to seek your advice for reference of which regulation or ordinance indicating buses are not permitted to park overnight at the bus stops (particularly for lay-bys bus stops) even if the bus stop is the destination of the route.

Grateful if you could provide your advice at your earliest convenience.

Thank you very much for your time.

Yours sincerely
Kole Lee

Environmental Consultant

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From 10 October 2015, the @environcorp.com email domain will change to @ramboll.com, as part of the ongoing post-merger integration of Ramboll and Ramboll Environ. My new email address will be klee@ramboll.com. Please make a note of this in your contact records.

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