

**Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20**

**CHANNEL FIRST LIMITED**

and

and

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**SUB-DEED OF MUTUAL COVENANT**

**OF**

**TAI PO TOWN LOT NO. 244  
(PHASE 2A OF [●])**

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**MAYER | BROWN**  
**好士打**

JCWW/ALYY/AFK/21678538

## SECTION 1: PARTIES AND RECITALS

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

### **BETWEEN**

- (1) **CHANNEL FIRST LIMITED (昌保有限公司)** whose registered office is situate at (hereinafter called the “**First Owner**” which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) \_\_\_\_\_ (hereinafter called the “**Phase 2A First Assignee**” which expression shall where the context so admits include his executors, administrators and assigns) of the second part; and
- (3) \_\_\_\_\_ whose registered office is situate at (hereinafter called the “**DMC Manager**”, as defined in the **Principal Deed** (as hereinafter defined)) of the third part.

### **WHEREAS:-**

- (A) This Sub-Deed is supplemental to the Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No. \_\_\_\_\_ (the “**Principal Deed**”).
- (B) Immediately prior to the Assignment to the **Phase 2A First Assignee** hereinafter referred to the First Owner is the registered owner of and entitled to All Those 477,577 equal undivided 1,488,861st parts or shares of and in the **Land** (as defined in the Principal Deed) and of and in the **Development** (as defined in the Principal Deed) Together with the sole and exclusive right and privilege to hold use occupy and enjoy the whole of Phase 2A subject to and with the benefit of the **Government Grant** (as defined in the Principal Deed) and the Principal Deed.
- (C) For the purpose of sale, All Those 477,577 equal undivided 1,488,861st parts or shares referred to in recital (B) are sub-allocated to the various parts of Phase 2A in the manner set out in the First Schedule hereto.
- (D) By an Assignment of even date but executed immediately prior to the execution of these presents and made between the First Owner of the one part and the Phase 2A First Assignee of the other part, in consideration therein expressed the First Owner assigned unto the Phase 2A First Assignee All Those [ ] equal undivided 1,488,861st parts or shares of and in the Lot and of and in the Development Together with the sole and exclusive rights and privileges to hold use occupy and enjoy All [That/Those] of Phase 2A subject to and together with the benefit of the Principal Deed and in particular, the rights, privileges and easements specified in Second Schedule to the Principal Deed TO HOLD the same unto the Phase 2A First Assignee absolutely subject to the Government Grant, the Principal Deed and this Sub-Deed.
- (E) The parties hereto have agreed to enter into this Sub-Deed in the manner hereinafter appearing.
- (F) The Director of Lands has given its approval to this Sub-Deed in accordance with Special Condition No. (37)(a) of the Government Grant.

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

## SECTION 2: DEFINITIONS

- (1) Expressions used in this Sub-Deed shall (unless otherwise specifically defined or re-defined herein) have the meanings defined in the Principal Deed.
- (2) In this Sub-Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:-

**"Accessible Visitor Parking Spaces within Phase 2A"**

means the Accessible Visitor Parking Spaces which are within Phase 2A and are identified as "VA048" and "VA049" in the Sub-Deed Plans;

**"Bicycle Parking Spaces within Phase 2A"**

means the Bicycle Parking Spaces which are within Phase 2A and are identified as "B42" to "B67" in the Sub-Deed Plans;

**"Carpark Common Areas and Facilities within Phase 2A"**

means and includes :-

- (a) in so far as they are within Phase 2A :-
  - (i) the Common EV Facilities, all the driveways, passages, corridors, ramps, staircases, lifts, lift shafts, carpark fan room, electric meter room (E.M.R.) and water meter room (W.M.C); and
  - (ii) such other areas, apparatus, devices, systems and facilities of and in the Development intended for the common use and benefit of the Owners, occupiers or licensees of the Parking Spaces and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Brown on the Sub-Deed Plans,

- (b) such other areas, apparatus, devices, systems and facilities of and in Phase 2A as may from time to time be designated as the Carpark Common Areas and Facilities in accordance with this Sub-Deed or any Sub-Sub-Deed(s)

but excluding:-

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

**"Commercial Accommodation within Phase 2A "**

means such parts of the Development within Phase 2A constructed or to be constructed for use as shops, commercial, retail or other non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes in accordance with the Building Plans including the external walls thereof, the Commercial Carpark within Phase 2A, Commercial Loading and Unloading Space within Phase 2A, which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Indigo and Indigo Cross Hatched Black on the Sub-Deed Plans;

**"Commercial Car Parking Spaces within Phase 2A"**

means the Commercial Car Parking Spaces which are located within Phase 2A and are identified as "CA001" to "CA003", "CA003A", "CA005" to "CA013", "CA013A", "CA015" to "CA020"; respectively on the Sub-Deed Plans;

**"Commercial Carpark within Phase 2A"**

means such spaces or areas including the Commercial Car Parking Spaces within Phase 2A and Commercial Motor Cycle Parking Space within Phase 2A which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Indigo Cross Hatched Black on the Sub-Deed Plans;

**"Commercial Loading and Unloading Space within Phase 2A"**

means the Commercial Loading and Unloading Space which is located within Phase 2A and is identified as "L8" on the Sub-Deed Plans, which shall be designated as Common Areas and Facilities of the Commercial Accommodation upon execution of any Sub-Deed of the Commercial Accommodation;

**"Commercial Motor Cycle Parking Space within Phase 2A"**

means the Commercial Motor Cycle Parking Space which is located within Phase 2A and is identified as "CM03A" on the Sub-Deed Plans;

**"Common Areas and Facilities within Phase 2A"**

means collectively the Development Common Areas and Facilities within Phase 2A, the Residential Common Areas and Facilities within Phase 2A, the Carpark Common Areas and Facilities within Phase 2A and all those parts and such of the facilities of Phase 2A designated as common areas and facilities in any other Sub-Deed(s) or Sub-Sub-Deed(s);

**"Development Common Areas and Facilities within Phase 2A"**

means and includes,

- (a) in so far as they are within Phase 2A:-
  - (i) other parts of Phase 2A which are intended for common use and benefit of the Development including but not limited to the external walls (excluding (A) the external walls forming parts of the Residential Common Areas and Facilities within Phase 2A; and (B) external walls forming part of the Commercial Accommodation within Phase 2A), the emergency vehicular access, passages, entrances, walkways, stairways, landings, lift, lift lobbies, platforms, boundary fence walls, lobbies, Greenery Areas within Phase 2A (in so far as the same are within the Development Common Areas and Facilities within Phase 2A, which for identification purpose shown coloured Green Hatched Black for the greenery areas on the Sub-Deed Plans and/or the plans(s) annexed to any Sub-Sub-Deed(s)), the Accessible Visitor Parking Spaces within Phase 2A, the parking space for refuse collection operation, , service areas, driveways, roadways and pavements, ramps, drainage connection, electrical rooms, extra low voltage rooms, fire services (fs) control rooms, fan rooms, fuel tank rooms, emergency genset rooms, intake shafts, main switch rooms, master water meter rooms, P.D. & sump pump panel, pipe ducts, guard house, refuse collection & material recovery chamber, refuse room, telecommunication broadcasting equipment room, transformer (tx) room, landscaped areas, covered landscaped areas, smoke vent (SV), water features, planters and such of the drains, channels, water mains, sewers, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Land through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development;
  - (ii) to the extent not specifically provided in sub-paragraph (i) above, such other parts of Phase 2A :-
    - (A) covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance; and/or
    - (B) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance;

which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Green on the Sub-Deed Plans; and

- (b) such other areas, apparatus, devices, systems and facilities of and in Phase 2A as may from time to time be designated as the Development Common Areas and Facilities within Phase 2A in accordance with this Sub-Deed or any Sub-Sub-Deed(s)

but excluding:-

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

**"Government Accommodation within Phase 2A"**

means in so far as they are within Phase 2A:-

- (a) portion of the Government Accommodation (RCHE);
- (b) Government Accommodation (Parking Space); and
- (c) Government Accommodation (Lay-by Area),

which are for identification purpose shown coloured Orange on the Sub-Deed Plans;

**"Greenery Areas within Phase 2A"**

means the Greenery Areas which are located within Phase 2A which are for identification purpose shown coloured Green Crossed Hatched Black and Green Hatched Black for the greenery areas and shown by Green Dotted Line for the vertical green on the Sub-Deed Plans and/or the plan(s) annexed to any Sub-Sub-Deed(s);

**"Kitchen Wall within Phase 2A"**

means the full height wall having an fire resistance rating of not less than -/30/30 (if any) adjacent to the open kitchen which is respectively shown and marked "FRR FULL HEIGHT WALL" on the Sub-Deed Plans;

**"Noise Mitigation Measures within Phase 2A"**

means the noise mitigation measures forming part of the Residential Common Areas and Facilities within Phase 2A and the Residential Units within Phase 2A as respectively set out in the Second Schedule hereto;

**"Non-enclosed Areas within Phase 2A"**

means collectively:-

- (a) the balconies of the Residential Units within Phase 2A which are for the purposes of identification only shown Hatched Black on the Sub-Deed Plans and the covered areas underneath the said balconies; and
- (b) the utility platforms of the Residential Units within Phase 2A which are for the purposes of identification only shown Stippled Black on the Sub-Deed Plans and the covered areas underneath the said utility platforms;

**"Phase 2A"**

means Phase 2A of the Development as demarcated in the Building Plans comprising Marina Tower 1, Marina Tower 2, Marina Tower 3, Marina Tower 5A and Marina Tower 5B, podium floors, 607 Residential Units, 162 Residential Car Parking Spaces within Phase 2A, 15 Residential Motor Cycle Parking Spaces within Phase 2A, the Government Accommodation

within Phase 2A, the Commercial Accommodation within Phase 2A and the Common Areas and Facilities within Phase 2A which are for the purpose of identification shown coloured Pink on the phasing plans of the Sub-Deed Plans;

**"Residential Car Parking Spaces within Phase 2A"**

means the Residential Car Parking Spaces which are located within Phase 2A and are identified as "RA001" to "RA003", "RA003A", "RA005" to "RA013", "RA013A", "RA015" to "RA023", "RA023A", "RA025" to "RA033", "RA033A", "RA035" to "RA043", "RA043A", "RA045" to "RA053", "RA053A", "RA055" to "RA063", "RA063A", "RA065" to "RA073", "RA073A", "RA075" to "RA083", "RA083A", "RA085" to "RA093", "RA093A", "RA095" to "RA103", "RA103A", "RA105" to "RA113", "RA113A", "RA115" to "RA123", "RA123A", "RA125" to "RA133", "RA133A", "RA135" to "RA143", "RA143A", "RA145" to "RA153", "RA153A", "RA155" to "RA162" respectively on the Sub-Deed Plans;

**"Residential Common Areas and Facilities within Phase 2A"**

means and includes :-

- (a) in so far as they are within Phase 2A:-
- (i) the Curtain Wall (excluding all windows forming part of the Residential Units), external walls (including non-structural prefabricated external walls which are for the purposes of identification only shown edged by Blue Dotted Line on the Sub-Deed Plans but excluding (A) the external walls forming parts of the Development Common Areas and Facilities within Phase 2A; and (B) external walls forming part of the Commercial Accommodation within Phase 2A); vertical fin (which are for the purpose of identification only shown and marked "VF" and coloured (I) yellow solid hatched yellow; or (II) yellow solid hatched black, on the Sub-Deed Plans); solid wall (which are for the purpose of identification only shown and coloured yellow hatched black on the Sub-Deed Plans), sound absorptive material (which are for the purpose of identification only shown and coloured yellow hatched zigzag black on the Sub-Deed Plans) acting as noise barrier and surfaces of the Residential Accommodation;
  - (ii) the Bicycle Parking Spaces within Phase 2A, the Greenery Areas within Phase 2A (in so far as the same are within the Residential Common Areas and Facilities within Phase 2A, which for identification purpose shown coloured Green Crossed Hatched Black for the greenery areas on the Sub-Deed Plans and/or the plans(s) annexed to any Sub-Sub-Deed(s)), the Recreational Areas and Facilities, the Residential Loading and Unloading Spaces within Phase 2A, the Visitor Parking Spaces within Phase 2A, air-conditioning plant rooms (A/C plant room), covered landscape areas, and such of the passages, common corridors and lift lobbies, entrances, landings, halls, entrance lobbies, covered landscape, caretakers' offices, caretaker counter, counter for watchmen, structural walls, stairways, air conditioning platforms (excluding the supporting frames and anchors of air conditioning units), cast-in anchors, communal television and radio aerial systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, electrical cabinet, electrical ducts, electrical rooms, electrical meter cabinet, electrical meter room (EMR), electrical rooms, extra low voltage (ELV), extra low voltage ducts, fire services & sprinkler pump room, fire services pump rooms, fire services riser ducts, fire services water pump and tank rooms, fireman's lift lobbies, fan rooms, filtration plants rooms, flush water pump room, flushing water pump rooms, pipe ducts (P.D.), refuse storage and material recovery rooms (RS&MRR), fire services sprinkler control valve rooms, fire services sprinkler and water tank rooms, water tanks, potable & flushing water pump rooms, switch rooms, telecommunication broadcasting equipment rooms, lift machine rooms, maintenance catwalk, telecommunication ducts, water meter cabinet (WMC), store rooms, common flat roofs, roofs and flat roofs not forming parts of Residential Units, meter

rooms and meter spaces and roof thereof and such of the lifts, lift shafts, firemen's lifts, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system, permanent artificial lighting at staircases and the backup automatic activated emergency lighting system; and

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

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow on the Sub-Deed Plans,

- (b) such other areas, apparatus, devices, systems and facilities of and in Phase 2A as may from time to time be designated as the Residential Common Areas and Facilities within Phase 2A in accordance with this Sub-Deed or any Sub-Sub-Deed(s)

but excluding:-

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

**"Residential Loading and Unloading Spaces within Phase 2A"**

means the Residential Loading and Unloading Spaces which are within Phase 2A and are identified as "L9" to "L17" on the Sub-Deed Plans;

**"Residential Motor Cycle Parking Spaces within Phase 2A"**

means the Residential Motor Cycle Parking Spaces which are located within Phase 2A and are identified as "RM07" to "RM13", "RM13A", "RM15" to "RM21" on the Sub-Deed Plans;

**"Sub-Deed Plans"**

means the plans certified as to their accuracy by the Authorized Person annexed to this Sub-Deed for identifying various parts of Phase 2A (including without limitation the Common Areas and Facilities within Phase 2A);

**"Sub-Sub-Deed"**

means a Sub-Sub-Deed of Mutual Covenant to be entered into between the First Owner and another co-owner or owners of Phase 2A setting forth the rights and obligations of any component part of Phase 2A and "**Sub-Sub-Deeds**" shall be construed accordingly; and

**"Visitor Parking Spaces within Phase 2A"**

means the Visitor Parking Spaces which are within Phase 2A and are identified as "VA001" to "VA003", "VA003A", "VA005" to "VA013", "VA013A", "VA015" to "VA023", "VA023A", "VA025" to "VA033", "VA033A", "VA035" to "VA043", "VA043A", "VA045" to "VA047" respectively on the Sub-Deed Plans.

- (3) In these presents (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations

and vice versa.

- (4) References to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force.
- (5) In this Sub-Deed, unless the context requires otherwise, any reference to a Clause or Section or Schedule is a reference to the Clause of or Section of or Schedule to this Sub-Deed.

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

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

- (a) The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Phase 2A First Assignee the whole of Phase 2A together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the Phase 2A First Assignee's Unit, the Common Areas and Facilities within Phase 2A and SUBJECT TO the rights and privileges granted to Phase 2A First Assignee by the aforesaid Assignment and SUBJECT TO the Principal Deed and the provisions of this Sub-Deed.
- (b) The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant, have the right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any part or parts of the Land or the Development within Phase 2A a party thereto to enter into Sub-Sub-Deed(s) in respect of the First Owner's Premises

PROVIDED THAT :-

- (i) the right reserved to the First Owner under this Clause shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI in the Principal Deed and this Sub-Deed and the Government Grant; and
- (ii) such Sub-Sub-Deed(s) shall not conflict with the provisions of the Principal Deed and this Sub-Deed nor affect the rights, interests or obligations of the other Owners bound by any other previous Sub-Sub-Deed(s) and shall be subject to the approval of the Director, unless otherwise waived.

#### **2. Grant of rights to the Phase 2A First Assignee**

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

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

Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of Phase 2A shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Sub-Deed, the Principal Deed (including the Second Schedule thereto) and the express covenants and provisions therein contained.

#### **4. Owners bound by covenants and restrictions**

The Owner or Owners for the time being of each Undivided Share allocated to any part of Phase 2A (excluding FSI as the Owner of the Government Accommodation within Phase 2A) shall (subject to the rights, privileges and easements reserved to FSI, its lessees, tenants, licensees and persons authorized by it and the Owners and occupiers for the time being of the Government Accommodation in the Second Schedule of the Principal Deed) at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained in the Principal Deed and in the Third Schedule to the

Principal Deed and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

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

Every Owner of Phase 2A shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of the Principal Deed and this Sub-Deed.

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

- (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Phase 2A shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding ten (10) years.
- (b) The right to the exclusive use, occupation and enjoyment of balcony, utility platform, stairhood, flat roof, roof or garden specifically assigned by the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit within Phase 2A with which such balcony, utility platform, stairhood, flat roof, roof or garden is held.

**7. Common Areas and Facilities within Phase 2A**

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

**8. Annual budget**

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

- (a) the first part of the annual budget referred in Clause 4.6(a) of the Principal Deed shall cover as well all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is required for the proper management of the Development Common Areas and Facilities within Phase 2A;
- (b) the second part of the annual budget referred in Clause 4.6(b) of the Principal Deed shall cover as well all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is required for the proper management of the Residential Common Areas and Facilities within Phase 2A; and
- (c) the third part of the annual budget referred in Clause 4.6(c) of the Principal Deed shall cover as well all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is required for the proper management of the Carpark Common Areas and Facilities within Phase 2A.

9. **Application of the Principal Deed**

All the covenants provisions terms stipulations and agreements in the Principal Deed and in particular the powers of the Manager contained in the Principal Deed and the obligation to pay management expenses and other payments and deposits shall in so far as the same are not inconsistent with the covenants and provisions herein contained apply and take effect and be binding on the parties hereto as if the same had been specifically set out in these presents in full. In the event that any of the provisions of this Sub-Deed shall be inconsistent and shall conflict with the Principal Deed, the provisions of the Principal Deed shall prevail.

10. **Non-enclosed Areas within Phase 2A**

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

11. **Kitchen Wall within Phase 2A**

All covenants provisions terms stipulations and agreements contained in the Principal Deed in respect of the Kitchen Wall shall apply to the Kitchen Wall within Phase 2A.

12. **Assignment of Common Areas and Facilities within Phase 2A**

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

13. **Compliance with the Government Grant**

Nothing in this Sub-Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Sub-Deed conflicts with the Government Grant, the Government Grant shall prevail.

All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Sub-Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.

14. **Chinese translation**

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

15. **Plans of Common Areas and Facilities within Phase 2A**

A set of the plans annexed hereto showing the Common Areas and Facilities within Phase 2A (if and where capable of being shown on plans) shall be kept at the management office of the Development for inspection by the Owners during normal office hours free of costs and charges PROVIDED THAT whether such plans are annexed to this Sub-Deed or lodged in the management office of the Development, the Manager shall provide free of cost to the Owner of the Government Accommodation within Phase 2A a copy of the said plans and any amendments thereto from time to time.

16. **Sub-Deed binding on executors, etc.**

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

17. **Building Management Ordinance**

No provision in this Sub-Deed shall contradict, overrule or fail to comply with the provisions of the Building Management Ordinance and the Schedules thereto.

18. **Establishment of RCHE or RCHD**

No provision in this Sub-Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD, or the use of the Land or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD.

19. **Temporary noise abatement and dust protection measures**

The First Owner shall, upon completion of Phase 2A, at its own expense provide necessary temporary noise abatement and dust protection measures within the Development in relation to Units in Phase 2A as may be required by the Building Authority so as to minimize the inconvenience caused to the Owners and occupiers of Units in Phase 2A arising from the continuing construction of the uncompleted phase(s) on the Lot.

20. **Repair and Maintenance of Noise Mitigation Measures within Phase 2A**

No Owner shall make or permit or suffer to be made any alteration or conversion or modification of the Noise Mitigation Measures within Phase 2A forming part of his Residential Unit. The Owners of those Residential Units with Noise Mitigation Measures within Phase 2A forming part of their Residential Units shall at their own cost and expense repair and maintain the Noise Mitigation Measures within Phase 2A forming part of their Residential Units to the satisfaction of the Director of Lands and shall be

responsible for the control, operation, financial support and maintenance for the Noise Mitigation Measures within Phase 2A forming part of their Residential Units.

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

**THE FIRST SCHEDULE**

**Allocation of Undivided Shares**

**Section 1: Summary**

<b>Description</b>	<b>Undivided Shares</b>
<b>Phase 2A</b>	
Residential Units within Phase 2A	<b>449,976</b>
Residential Car Parking Spaces within Phase 2A	<b>4,050</b>
Residential Motor Cycle Parking Spaces within Phase 2A	<b>75</b>
Commercial Accommodation within Phase 2A	<b>17,319</b>
Government Accommodation within Phase 2A comprising of :-	<b>3,157</b>
(i) Portion of the Government Accommodation (RCHE)	2,613
(ii) Government Accommodation (Parking Space)	209
(iii) Government Accommodation (Lay-by Area)	335
Common Areas and Facilities within Phase 2A	<b>3,000</b>
Total:	<b>477,577</b>

## Section 2: Schedule of Allocation

(A) Residential Units within Phase 2A

449,976 Undivided Shares

### Marina Tower 1 (濠景閣第 1 座)

Tower	Floor	Flat	Remarks	Undivided Shares			
				Each	No. of Flat	Total	
Marina Tower 1	1/F (1 Storey)	A1	(4)	1,153	1	1,153	
		A3	(4)	739		739	
		A5	(4)	1,177		1,177	
		A6	(4)	791		791	
		B1	(4)	748		748	
		B2	(4)	740		740	
		B3	(4)	960		960	
		B5	(4)	728		728	
		B6	(4)	726		726	
		B8	(4)	678		678	
	2/F – 11/F (9 Storeys)	A1	(1)	736	9	6,624	
		A2	(1)	368		3,312	
		A3	(1)	709		6,381	
		A5	(1)(2)	1,123		10,107	
		A6	(1)	757		6,813	
		B1	(1)	730		6,570	
		B2	(1)	724		6,516	
		B3	(1)	947		8,523	
		B5	(1)	719		6,471	
		B6	(1)	715		6,435	
		B8	(1)	659		5,931	
		12/F (1 Storey)	A1	(1)(5)		763	1
	A2		(1)	368	368		
	A3		(1)(5)	615	615		
	A6		(2)(3)(5)	1,665	1,665		
	B1		(1)(5)	767	767		
	B2		(1)(5)	749	749		
	B5		(1)(3)(5)	1,478	1,478		
	B6		(1)(5)	751	751		
	<b>Total</b>						<b>89,972</b>

Note:

1. There is no designation of 4th Floor in Marina Tower 1.

Marina Tower 2 (漾景閣第2座)

Tower	Floor	Flat	Remarks	Undivided Shares		
				Each	No. of Flat	Total
Marina Tower 2	1/F (1 Storey)	A1	(4)	1,141	1	1,141
		A3	(4)	740		740
		A5	(4)	1,192		1,192
		A6	(4)	869		869
		B1	(4)	516		516
		B2	(4)	739		739
		B3	(4)	1,061		1,061
		B5	(4)	725		725
		B6	(4)	725		725
		B8	(4)	692		692
	2/F – 11/F (9 Storeys)	A1	(1)	736	9	6,624
		A2	(1)	368		3,312
		A3	(1)	710		6,390
		A5	(1)(2)	1,111		9,999
		A6	(1)	824		7,416
		B1	(1)	502		4,518
		B2	(1)	722		6,498
		B3	(1)	1,038		9,342
		B5	(1)	717		6,453
		B6	(1)	715		6,435
	12/F (1 Storey)	B8	(1)	659	5,931	
		A1	(1)(5)	763	1	763
		A2	(1)	368		368
		A3	(1)(5)	619		619
		A6	(2)(3)(5)	1,690		1,690
		B1	(1)(5)	545		545
		B2	(1)(5)	769		769
		B5	(1)(3)(5)	1,478		1,478
	B6	(1)(5)	751	751		
		B8	(1)(5)	693	693	
<b>Total</b>						<b>88,994</b>

Note:

1. There is no designation of 4th Floor in Marina Tower 2.

Marina Tower 3 (漾景閣第3座)

Tower	Floor	Flat	Remarks	Undivided Shares		
				Each	No. of Flat	Total
Marina Tower 3	1/F (1 Storey)	A1	(4)	794	1	794
		A2	(4)	741		741
		A3	(4)	831		831
		A5	(4)	804		804
		A6	(4)	743		743
		A8	(4)	796		796
		B1	(4)	587		587
		B2	(4)	785		785
		B3	(4)	774		774
		B5	(4)	545		545
		B6	(4)	764		764
	2/F – 11/F (9 Storeys)	A1	(1)	744	9	6,696
		A2	(1)	716		6,444
		A3	(1)	812		7,308
		A5	(1)	785		7,065
		A6	(1)	716		6,444
		A8	(1)	751		6,759
		B1	(1)	554		4,986
		B2	(1)	753		6,777
		B3	(1)	754		6,786
		B5	(1)	521		4,689
		B6	(1)	745		6,705
	12/F (1 Storey)	A1	(1)(5)(6)	1,520	1	1,520
		A3	(1)(5)	809		809
		A5	(1)(5)	814		814
		A8	(1)(5)(6)	1,525		1,525
		B1	(1)(5)	584		584
		B2	(1)(5)	791		791
		B3	(1)(5)	765		765
		B5	(1)(5)	544		544
B6	(1)(5)	760	760			
<b>Total</b>						<b>86,935</b>

Note:

1. There is no designation of 4th Floor in Marina Tower 3.

Marina Tower 5A (漾景閣第 5A 座)

Tower	Floor	Flat	Remarks	Undivided Shares		
				Each	No. of Flat	Total
Marina Tower 5A	1F (1 Storey)	A1	(4)	839	1	839
		A2	(4)	819		819
		A3	(4)	393		393
		A5	(4)	527		527
		A6	(4)	792		792
		B1	(4)	523		523
		B2	(4)	837		837
		B3	(4)	759		759
		B5	(4)	1,162		1,162
		B6	(4)	774		774
	B8	(4)	771	771		
	2/F – 12/F (10 Storeys)	A1	(1)	823	10	8,230
		A2	(1)	796		7,960
		A3	(1)	386		3,860
		A5	(1)	506		5,060
		A6	(1)	780		7,800
		B1	(1)	496		4,960
		B2	(1)	802		8,020
		B3	(1)	725		7,250
		B5	(1)(2)	1,097		10,970
		B6	(1)	716		7,160
	B8	(1)	716	7,160		
	15/F (1 Storey)	A1	(1)(5)	857	1	857
		A2	(1)(5)	863		863
		A3	(1)	386		386
		A5	(1)(5)	549		549
		A6	(1)(5)	835		835
		B1	(1)(5)	539		539
		B2	(1)(5)	842		842
		B3	(1)(5)	751		751
		B5	(1)(2)(5)	1,131		1,131
	B6	(1)(5)	745	745		
	B8	(1)(5)	748	748		
Total						94,872

Note:

1. There is no designation of 4<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> Floor in Marina Tower 5A.

Marina Tower 5B (漾景閣第 5B 座)

Tower	Floor	Flat	Remarks	Undivided Shares		
				Each	No. of Flat	Total
Marina Tower 5B	1/F (1 Storey)	A1	(4)	525	1	525
		A2	(4)	754		754
		A3	(4)	739		739
		A5	(4)	789		789
		A6	(4)	906		906
		B1	(4)	869		869
		B2	(4)	758		758
		B3	(4)	846		846
		B5	(4)	845		845
		B6	(4)	755		755
	2/F – 12/F (10 Storeys)	A1	(1)	511	10	5,110
		A2	(1)	726		7,260
		A3	(1)	716		7,160
		A5	(1)	734		7,340
		A6	(1)	837		8,370
		B1	(1)	809		8,090
		B2	(1)	713		7,130
		B3	(1)	800		8,000
		B5	(1)	799		7,990
		B6	(1)	718		7,180
	15/F (1 Storey)	A1	(1)(5)	556	1	556
		A2	(1)(5)	795		795
		A3	(1)(5)	761		761
		A5	(1)(5)	770		770
		A6	(1)(5)	875		875
		B1	(1)(5)	836		836
		B2	(1)(5)	757		757
B3		(1)(5)	828	828		
	B5	(1)(5)	842	842		
	B6	(1)(5)	767	767		
<b>Total</b>						<b>89,203</b>

Note:

1. There is no designation of 4<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> Floor in Marina Tower 5B.

Remarks for Marina Tower 1, Marina Tower 2, Marina Tower 3, Marina Tower 5A and Marina Tower 5B :-

- (1) means including the balcony thereof.
- (2) means including the utility platform thereof.
- (3) means including the flat roof(s) adjacent thereto.
- (4) means including the garden(s) thereof.
- (5) means including the roof(s) thereabove.
- (6) means including the stairhood(s) thereabove.

(B)	Residential Car Parking Spaces within Phase 2A	
	<b>162</b> Residential Car Parking Spaces within Phase 2A <i>of 25 Undivided Shares each</i>	<u>4,050 Undivided Shares</u>
(C)	Residential Motor Cycle Parking Spaces within Phase 2A	
	<b>15</b> Residential Motor Cycle Parking Spaces within Phase 2A <i>of 5 Undivided Shares each</i>	<u>75 Undivided Shares</u>
(D)	Commercial Accommodation within Phase 2A	<u>17,319 Undivided Shares</u>
	(i) Commercial Accommodation within Phase 2A (excluding Commercial Carpark within Phase 2A)	16,814 Undivided Shares
	(ii) Commercial Carpark within Phase 2A	
	(A) <b>20</b> Commercial Car Parking Spaces within Phase 2A <i>of 25 Undivided Shares each</i>	500 Undivided Shares
	(B) <b>1</b> Commercial Motor Cycle Parking Space within Phase 2A <i>of 5 Undivided Shares each</i>	5 Undivided Shares
(E)	Government Accommodation within Phase 2A	<u>3,157 Undivided Shares</u>
	(i) Portion of the Government Accommodation (RCHE)	2,613 Undivided Shares
	(ii) Government Accommodation (Parking Space)	209 Undivided Shares
	(iii) Government Accommodation (Lay-by Area)	335 Undivided Shares
(F)	Common Areas and Facilities within Phase 2A	<u>3,000 Undivided Shares</u>
	Total for Phase 2A:	<u>477,577 Undivided Shares</u>

## **THE SECOND SCHEDULE**

### **Noise Mitigation Measures**

#### **Part A**

The following Noise Mitigation Measures (if any) form part of the Residential Common Areas and Facilities within Phase 2A:-

- (a) VERTICAL FIN (shown and marked "VF" and coloured (i) yellow solid hatched yellow; or (ii) yellow solid hatched black, on the Sub-Deed Plans)
- (b) SOUND ABSORPTIVE MATERIAL (shown and coloured yellow hatched zigzag black on the Sub-Deed Plans); and
- (c) SOLID WALL (shown and coloured yellow hatched black on the Sub-Deed Plans).

#### **Part B**

The following Noise Mitigation Measures (if any) form part of the Residential Units within Phase 2A:-

- (a) FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (shown by pink dotted line on the Sub-Deed Plans);
- (b) AUTO-CLOSE DOOR (shown by violet dotted line on the Sub-Deed Plans);
- (c) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE) (shown and marked "CAW(BT)" on the Sub-Deed Plans);
- (d) COMBINED ACOUSTIC BALCONY (BAFFLE TYPE) (shown and marked "CAB(BT)" on the Sub-Deed Plans);
- (e) ACOUSTIC SLIDING PANEL WITH ENHANCEMENTS (shown and marked "ASP WITH ENHANCEMENTS" on the Sub-Deed Plans);
- (f) VERTICAL FIN (shown and marked "VF" and coloured solid hatched black on the Sub-Deed Plans);
- (g) SOUND ABSORPTIVE MATERIAL (shown and coloured hatched zigzag black on the Sub-Deed Plans); and
- (h) TYPICAL ACOUSTIC BALCONY (shown and marked "TAB" on the Sub-Deed Plans).

**The First Owner**

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

**Phase 2A First Assignee**

[Where the Phase 2A First Assignee is an individual(s)]

**SIGNED, SEALED and DELIVERED** by the )  
**Phase 2A First Assignee** (Holder(s) of )  
[ ] in the presence of:- )  
)

**INTERPRETED** to the Phase 2A First Assignee by:-

[OR where the Phase 2A First Assignee adopts common seal]

**EXECUTED** as a deed and **SEALED** with the )  
Common Seal of the **Phase 2A First Assignee** in )  
accordance with the articles of association and )  
**SIGNED** by )  
)  
)  
)  
duly authorised by a board resolution of its )  
directors [in the presence of / whose signature(s) )  
is/are verified by):- )

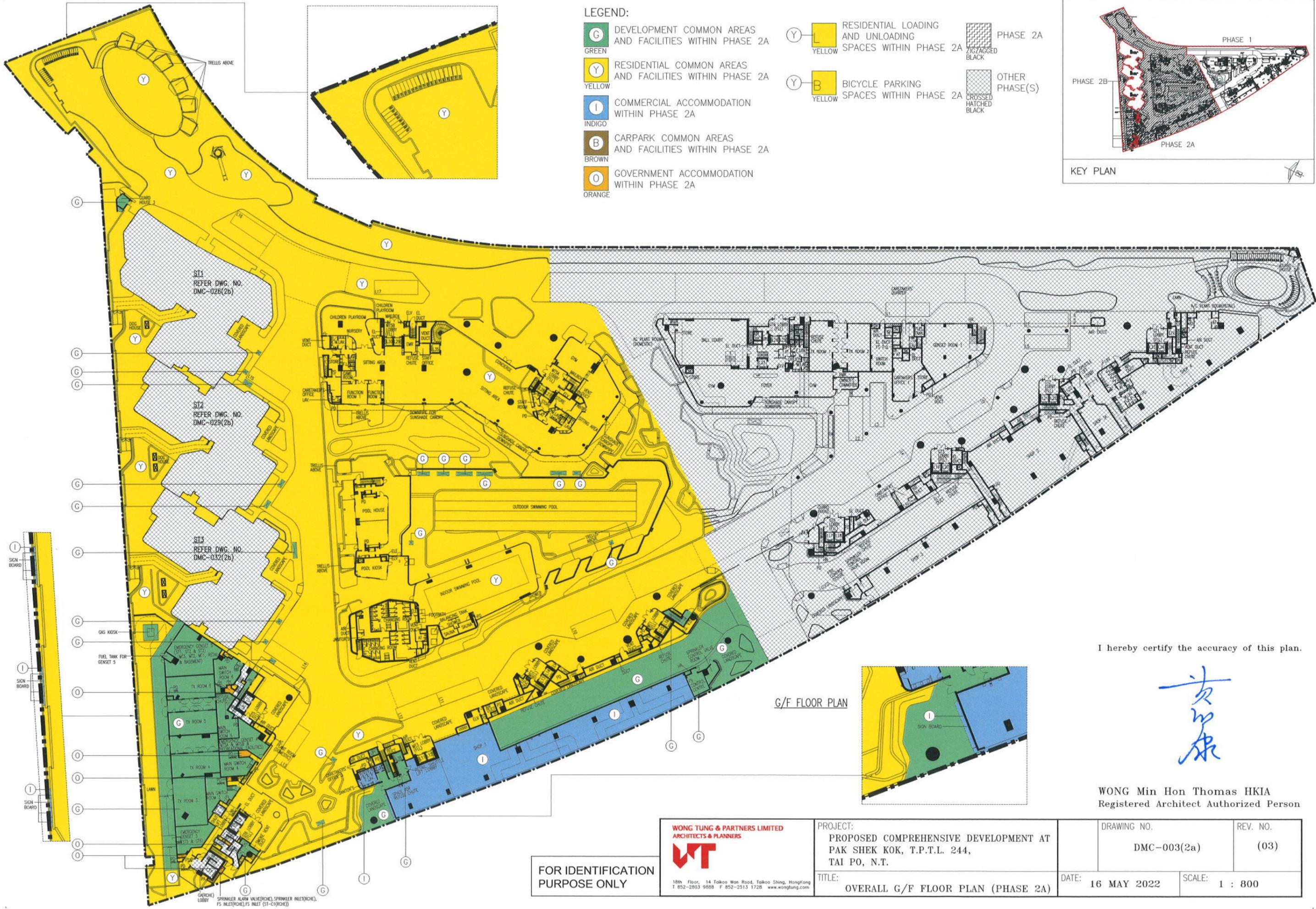
[OR where the Phase 2A First Assignee does not adopt common seal]

**SIGNED** as a deed by )  
)  
)  
)  
duly authorized for and on behalf of the **Phase 2A** )  
**First Assignee** in the presence of:- )  
)

**The DMC Manager**

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





**LEGEND:**

- G DEVELOPMENT COMMON AREAS AND FACILITIES WITHIN PHASE 2A  
GREEN
- Y RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 2A  
YELLOW
- I COMMERCIAL ACCOMMODATION WITHIN PHASE 2A  
INDIGO
- B CARPARK COMMON AREAS AND FACILITIES WITHIN PHASE 2A  
BROWN
- O GOVERNMENT ACCOMMODATION WITHIN PHASE 2A  
ORANGE
- Y RESIDENTIAL LOADING AND UNLOADING SPACES WITHIN PHASE 2A  
YELLOW
- Y BICYCLE PARKING SPACES WITHIN PHASE 2A  
YELLOW
- ZIGZAGGED PHASE 2A  
BLACK
- CROSSED HATCHED OTHER PHASE(S)  
BLACK

KEY PLAN

G/F FLOOR PLAN

I hereby certify the accuracy of this plan.

*Wong Min Hon*

WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

FOR IDENTIFICATION  
PURPOSE ONLY

**WONG TUNG & PARTNERS LIMITED**  
ARCHITECTS & PLANNERS



18th Floor, 14 Takoo Was Road, Takoo Shing, HongKong  
T: 852-2803 9888 F: 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

TITLE:  
OVERALL G/F FLOOR PLAN (PHASE 2A)

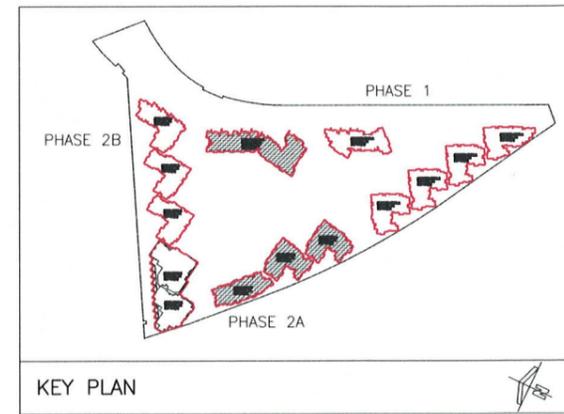
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DATE: 16 MAY 2022	SCALE: 1 : 800



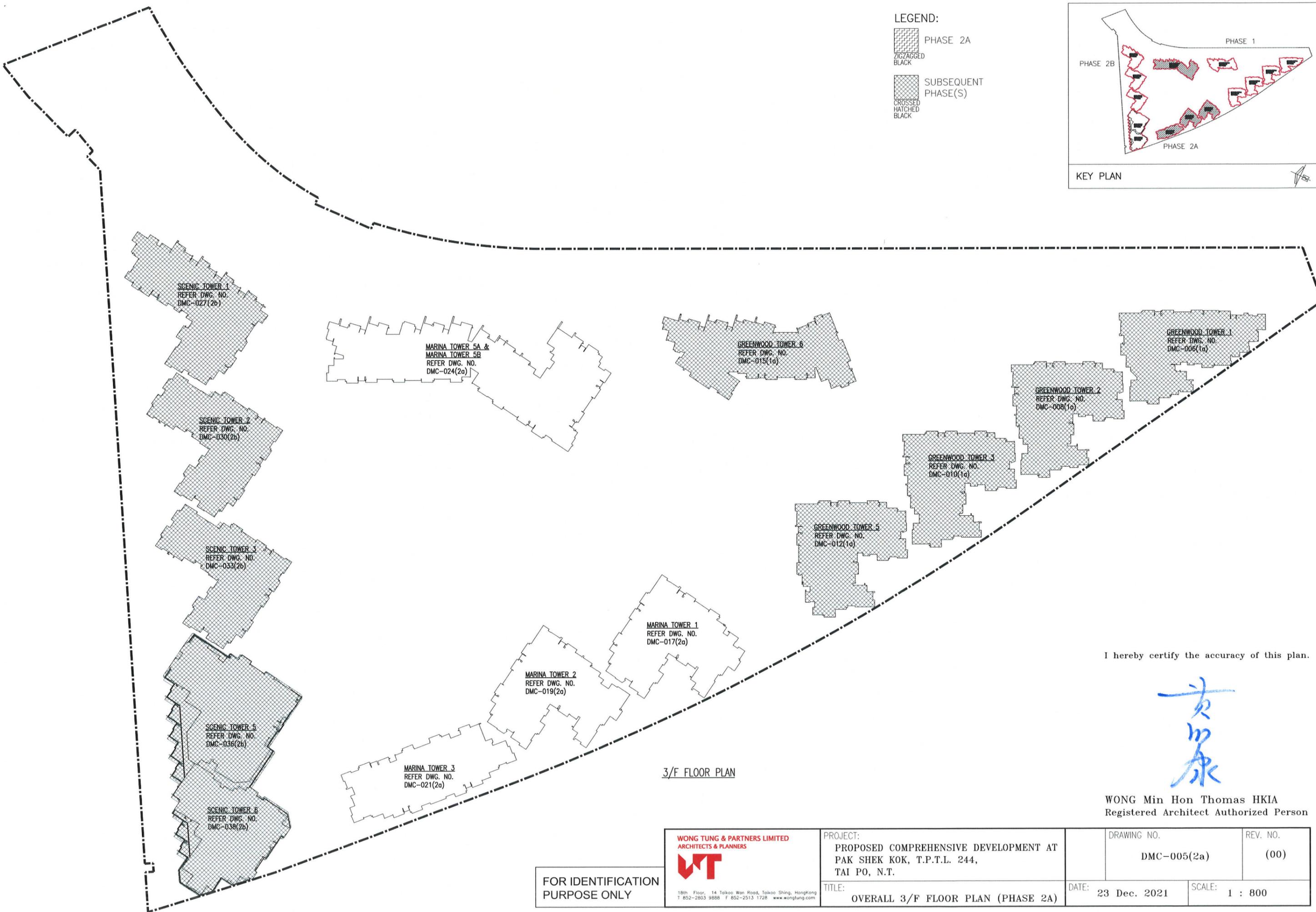
LEGEND:

 PHASE 2A  
ZIGZAGGED  
BLACK

 SUBSEQUENT  
PHASE(S)  
CROSSED  
HATCHED  
BLACK



KEY PLAN



SCENIC TOWER 1  
REFER DWG. NO.  
DMC-027(2b)

SCENIC TOWER 2  
REFER DWG. NO.  
DMC-030(2b)

SCENIC TOWER 3  
REFER DWG. NO.  
DMC-033(2b)

SCENIC TOWER 5  
REFER DWG. NO.  
DMC-036(2b)

SCENIC TOWER 6  
REFER DWG. NO.  
DMC-038(2b)

MARINA TOWER 5A &  
MARINA TOWER 5B  
REFER DWG. NO.  
DMC-024(2a)

MARINA TOWER 2  
REFER DWG. NO.  
DMC-019(2a)

MARINA TOWER 3  
REFER DWG. NO.  
DMC-021(2a)

MARINA TOWER 1  
REFER DWG. NO.  
DMC-017(2a)

GREENWOOD TOWER 6  
REFER DWG. NO.  
DMC-015(1a)

GREENWOOD TOWER 5  
REFER DWG. NO.  
DMC-012(1a)

GREENWOOD TOWER 3  
REFER DWG. NO.  
DMC-010(1a)

GREENWOOD TOWER 2  
REFER DWG. NO.  
DMC-008(1a)

GREENWOOD TOWER 1  
REFER DWG. NO.  
DMC-006(1a)

3/F FLOOR PLAN

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

FOR IDENTIFICATION  
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



18th Floor, 14 Taikoo Wan Road, Taikoo Shing, HongKong  
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

TITLE:  
OVERALL 3/F FLOOR PLAN (PHASE 2A)

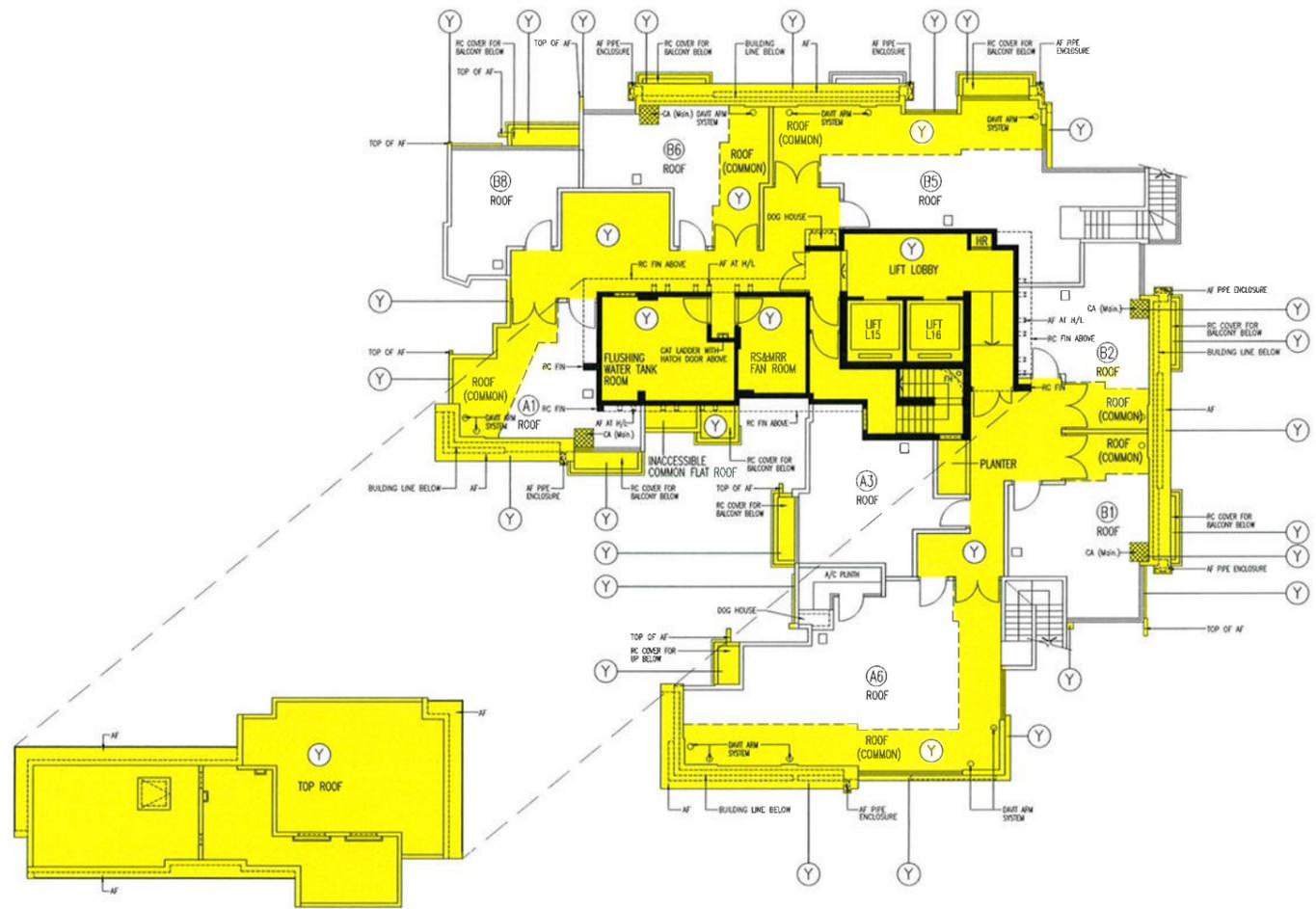
DRAWING NO. DMC-005(2a)	REV. NO. (00)
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DATE: 23 Dec. 2021	SCALE: 1 : 800
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MARINA TOWER 1 12/F FLOOR PLAN



MARINA TOWER 1 TOP ROOF FLOOR PLAN

MARINA TOWER 1 ROOF FLOOR PLAN

LEGEND:

- RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 2A
- BALCONY
- HATCHED BLACK
- UTILITY PLATFORMS
- STIPPLED BLACK
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
- (BDL) (BLUE DOTTED LINE)
- FRR FULL HEIGHT WALL

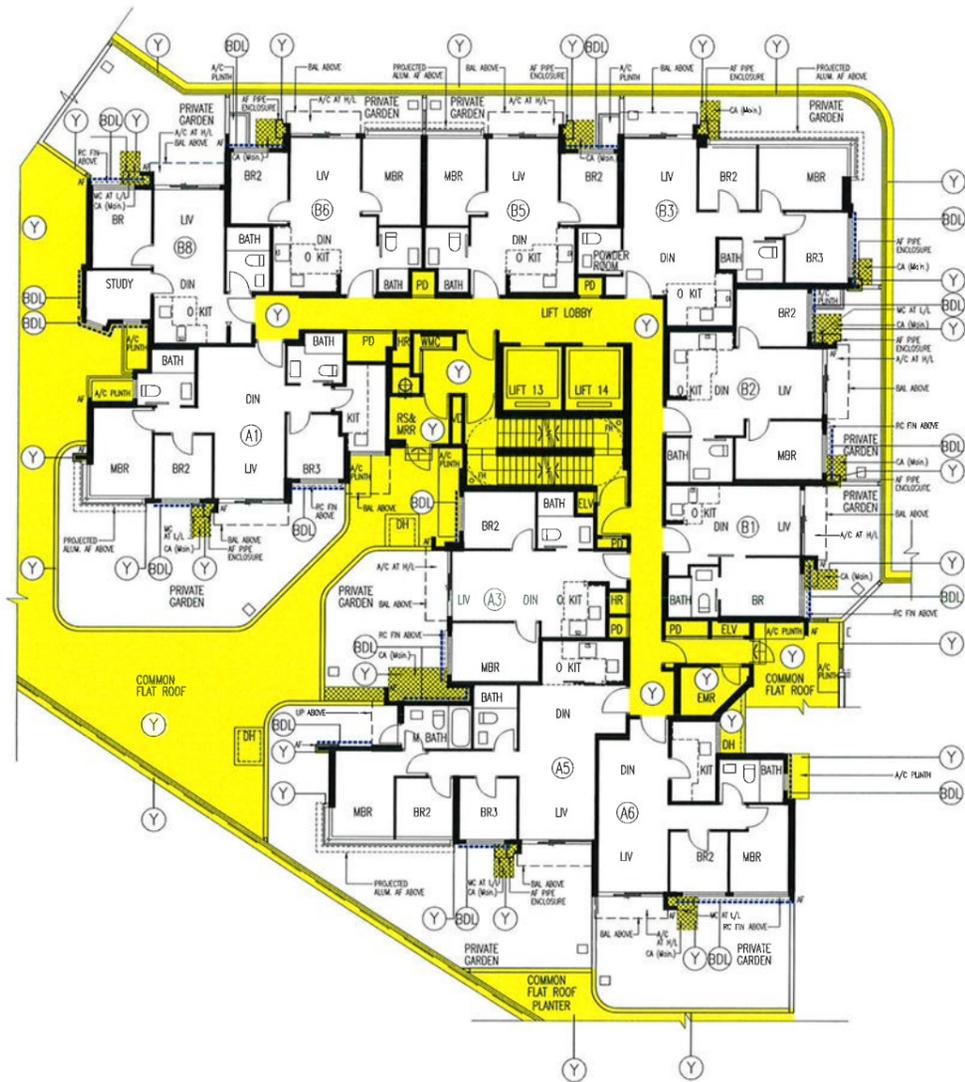
CA (Main.): Common Area (Maintenance)

I hereby certify the accuracy of this plan.

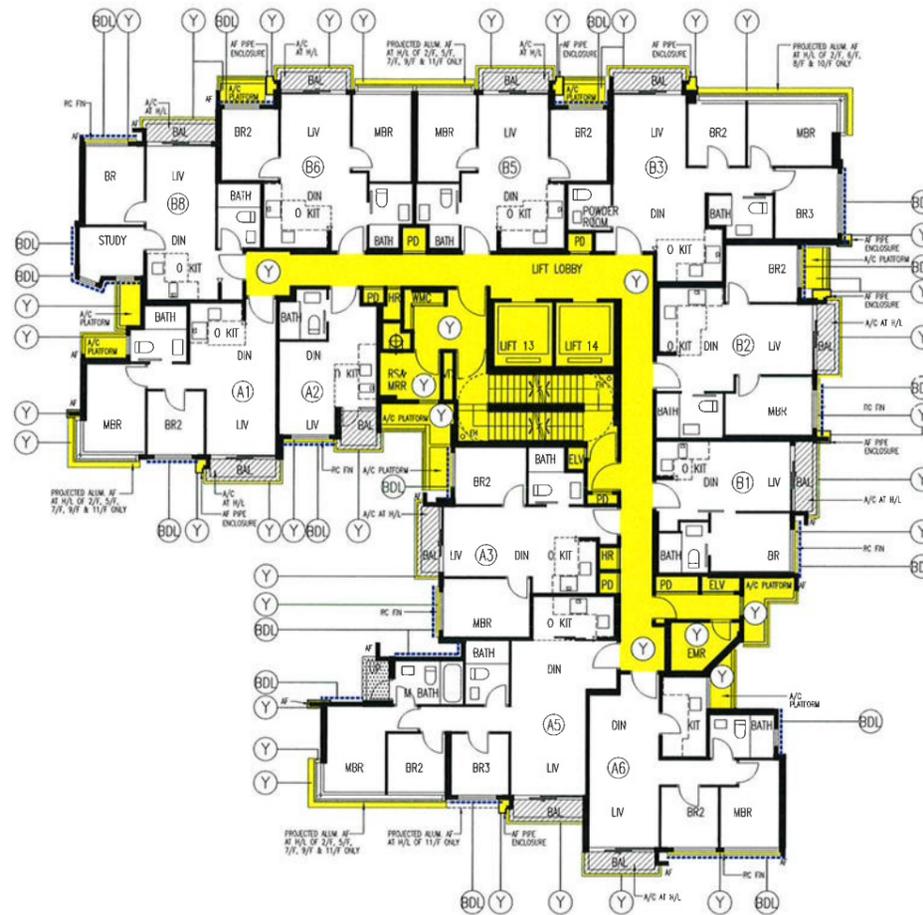
WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

FOR IDENTIFICATION  
PURPOSE ONLY

<b>WONG TUNG &amp; PARTNERS LIMITED</b> ARCHITECTS & PLANNERS 	PROJECT: PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.	DRAWING NO. DMC-018(2a)	REV. NO. (01)
	TITLE: MARINA TOWER 1 12/F AND ROOF FLOOR PLAN (PHASE 2A)	DATE: 13 April 2022	SCALE: 1 : 250



MARINA TOWER 2 1/F FLOOR PLAN



MARINA TOWER 2 2/F-11/F FLOOR PLAN  
(4/F OMITTED)

- LEGEND:
- RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 2A
  - BALCONY
  - UTILITY PLATFORMS
  - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
  - FRR FULL HEIGHT WALL
  - CA (Main.): Common Area (Maintenance)

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

FOR IDENTIFICATION  
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



18th Floor, 14 Taikoo Wan Road, Taikoo Shing, HongKong  
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

TITLE: MARINA TOWER 2  
1/F-11/F FLOOR PLAN (PHASE 2A)

DRAWING NO.  
DMC-019(2a)

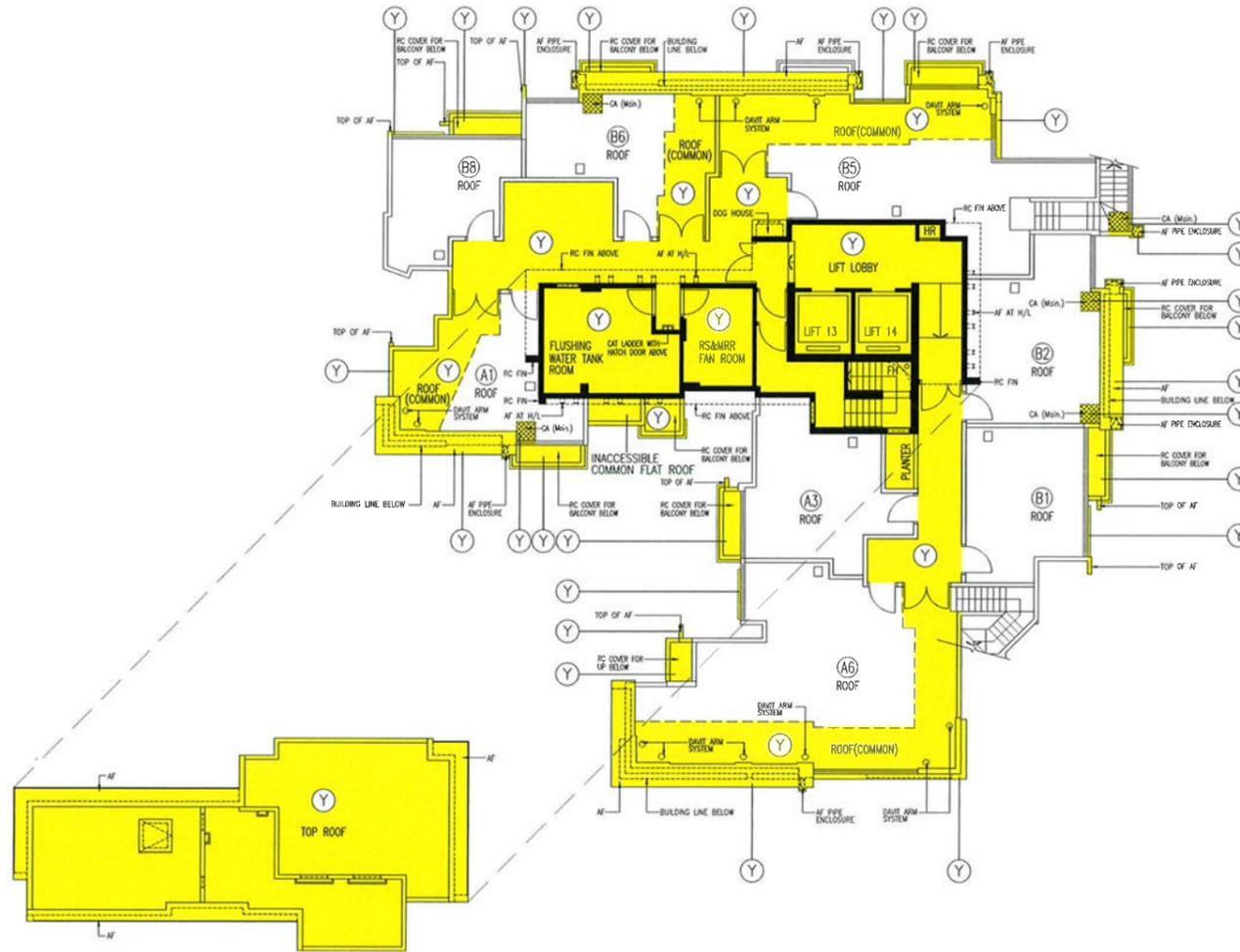
REV. NO.  
(01)

DATE: 13 April 2022

SCALE: 1 : 250



MARINA TOWER 2 12/F FLOOR PLAN



MARINA TOWER 2 TOP ROOF FLOOR PLAN

MARINA TOWER 2 ROOF FLOOR PLAN

- LEGEND:
- RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 2A (YELLOW)
  - BALCONY (HATCHED BLACK)
  - UTILITY PLATFORMS (STIPPLED BLACK)
  - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
  - BDL (BLUE DOTTED LINE)
  - FRR FULL HEIGHT WALL
  - CA (Main.): Common Area (Maintenance)

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

FOR IDENTIFICATION  
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



18th Floor, 14 Taikeo Wen Road, Taikeo Shing, HongKong  
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

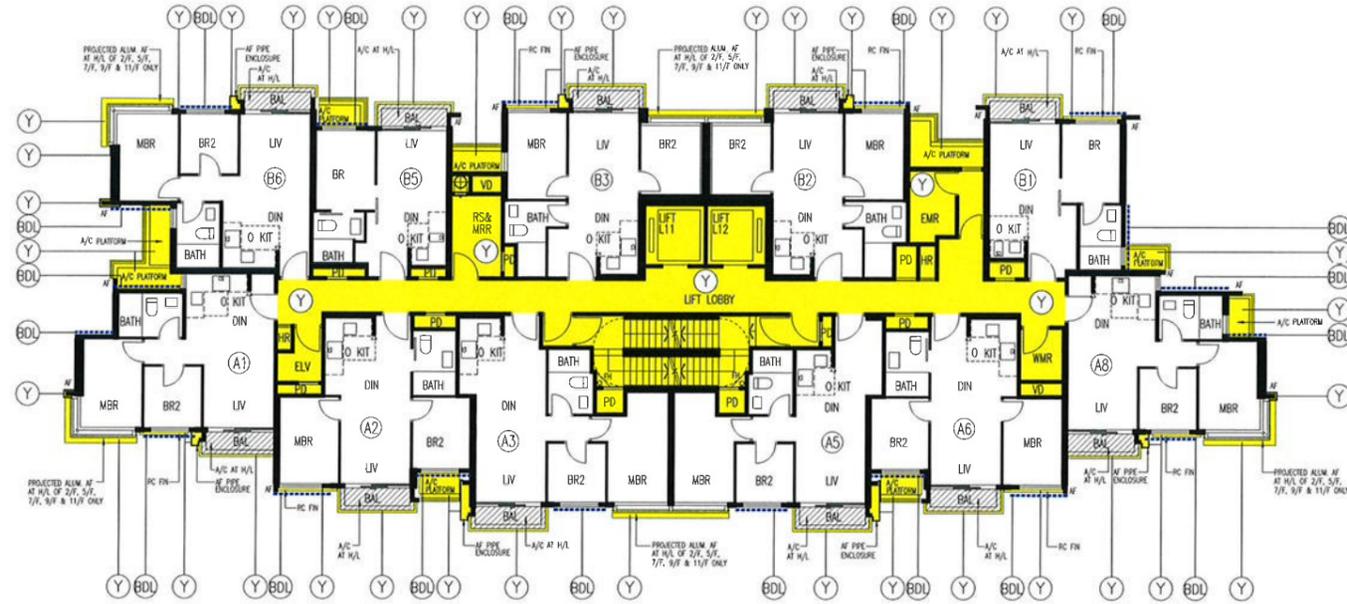
TITLE: MARINA TOWER 2 12/F  
AND ROOF FLOOR PLAN (PHASE 2A)

DRAWING NO.  
DMC-020(2a)

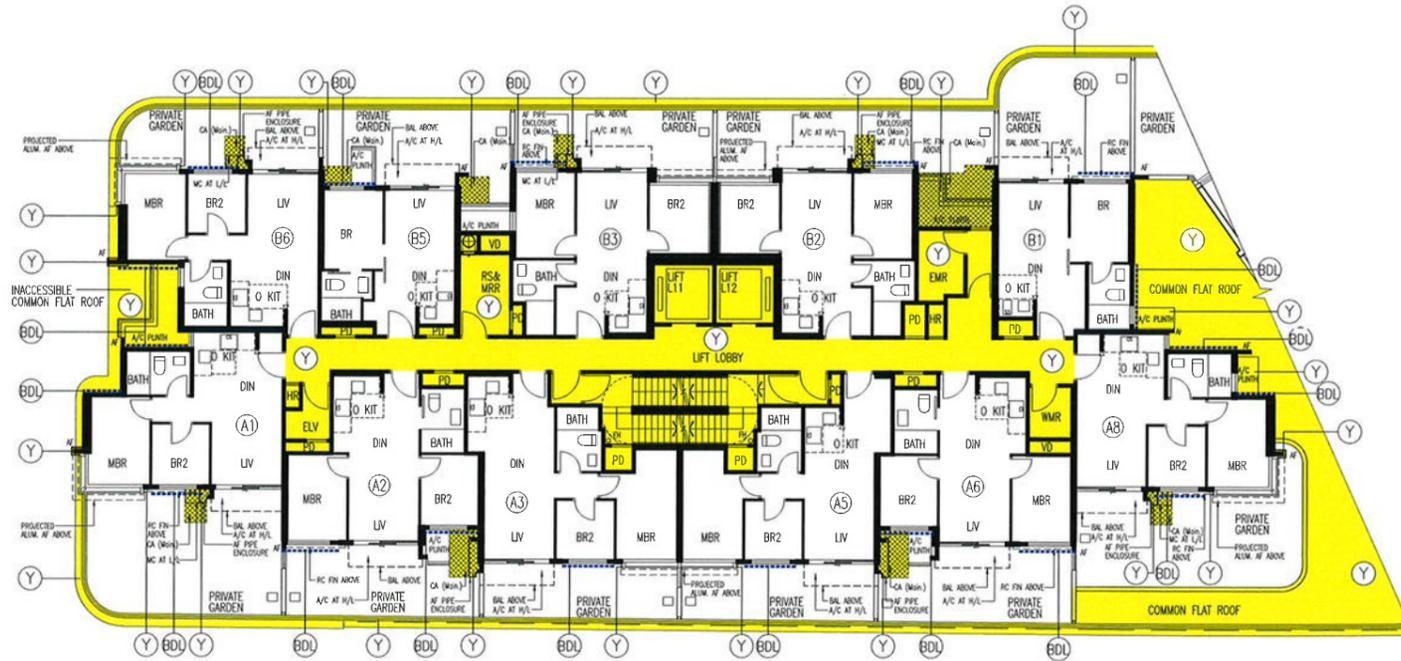
REV. NO.  
(01)

DATE: 13 April 2022

SCALE: 1 : 250



MARINA TOWER 3  
2/F-11/F FLOOR PLAN  
(4/F OMITTED)



MARINA TOWER 3 1/F FLOOR PLAN

LEGEND:

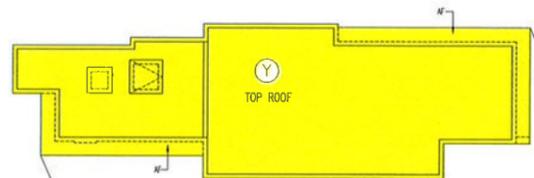
- RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 2A
- BALCONY
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (BLUE DOTTED LINE)
- FRR FULL HEIGHT WALL
- CA (Main.): Common Area (Maintenance)

I hereby certify the accuracy of this plan.

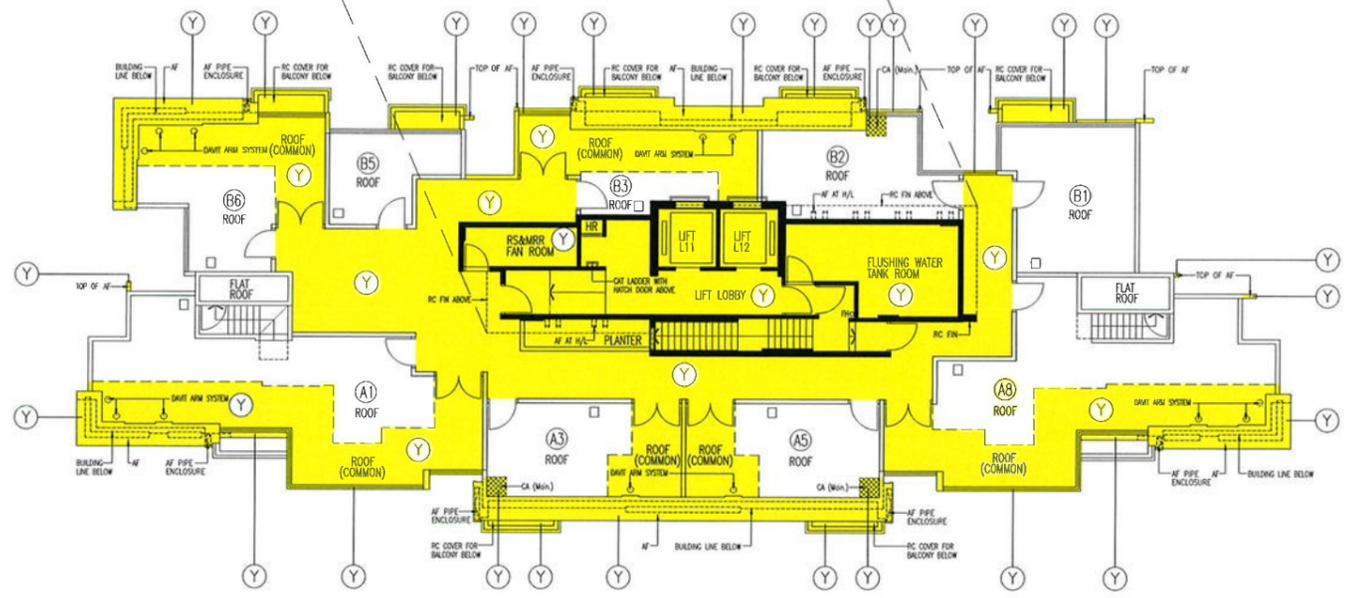
WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

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PURPOSE ONLY

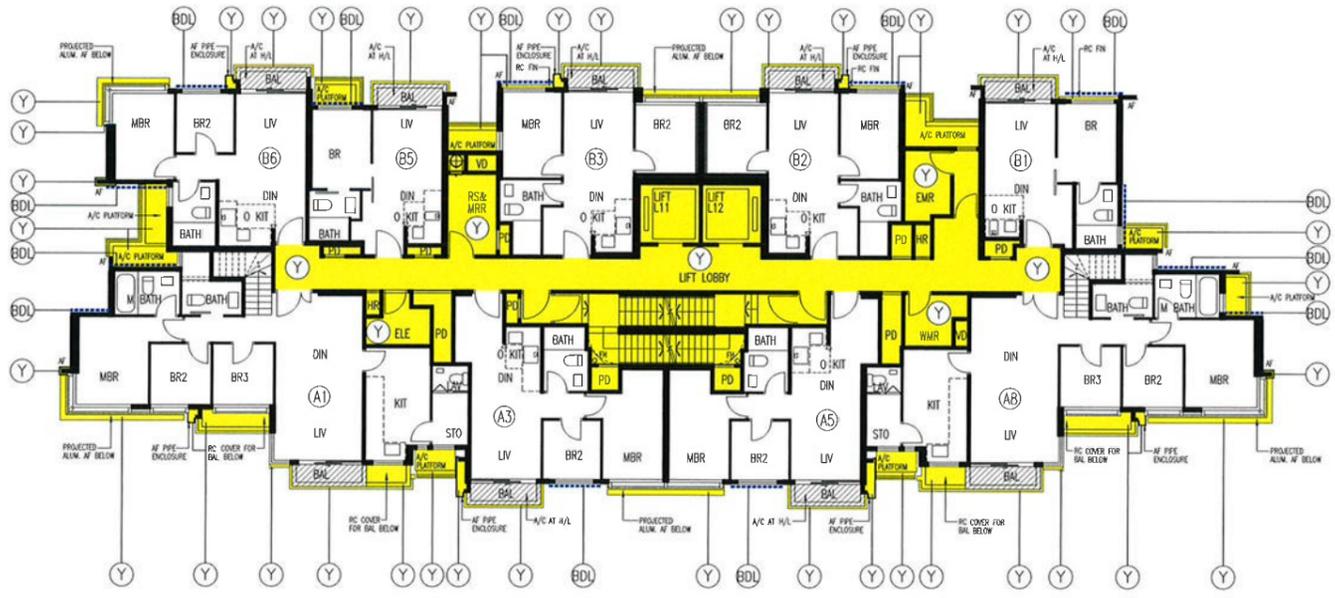
<b>WONG TUNG &amp; PARTNERS LIMITED</b> ARCHITECTS & PLANNERS  <small>16th Floor, 14 Taikee Wan Road, Taikee Shing, HongKong          T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.	DRAWING NO. DMC-021(2a)	REV. NO. (01)
	TITLE: MARINA TOWER 3 1/F-11/F FLOOR PLAN (PHASE 2A)	DATE: 13 APRIL 2022	SCALE: 1 : 250



MARINA TOWER 3 TOP ROOF FLOOR PLAN



MARINA TOWER 3 ROOF FLOOR PLAN



MARINA TOWER 3 12/F FLOOR PLAN

- LEGEND:**
- Y YELLOW: RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 2A
  - BAL HATCHED BLACK: BALCONY
  - : NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
  - BDL: (BLUE DOTTED LINE)
  - ▽: FRR FULL HEIGHT WALL
  - CA (Main.): Common Area (Maintenance)

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

FOR IDENTIFICATION  
PURPOSE ONLY

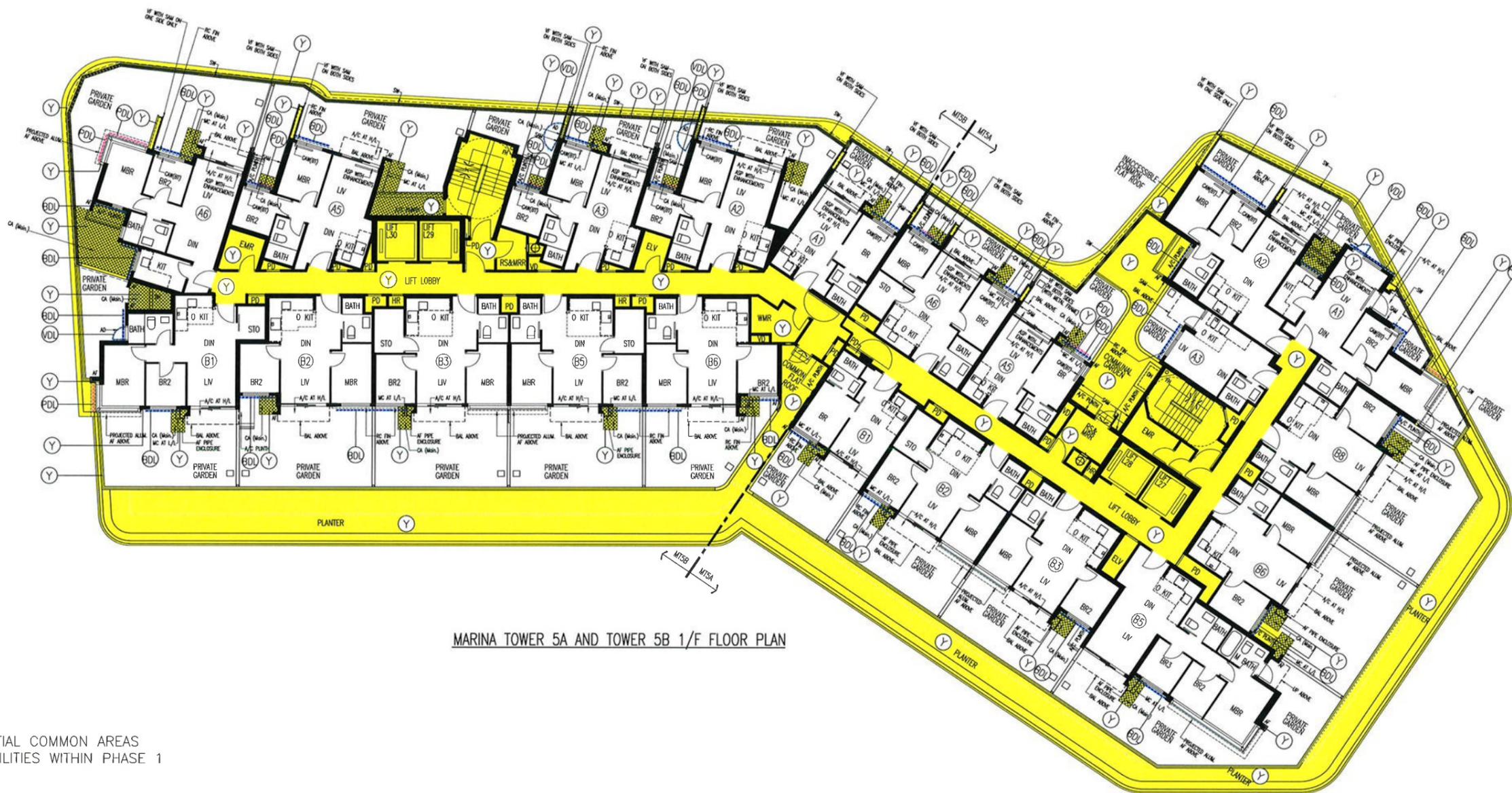
**WONG TUNG & PARTNERS LIMITED**  
ARCHITECTS & PLANNERS

18th Floor, 14 Taikoo Wan Road, Taikoo Shing, HongKong  
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

TITLE: MARINA TOWER 3 12/F  
AND ROOF FLOOR PLAN (PHASE 2A)

DRAWING NO. DMC-022(2a)	REV. NO. (01)
DATE: 13 APRIL 2022	SCALE: 1 : 250



MARINA TOWER 5A AND TOWER 5B 1/F FLOOR PLAN

LEGEND:

RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 1  
YELLOW

ASP WITH ENHANCEMENTS  
: ACOUSTIC SLIDING PANEL WITH ENHANCEMENTS

CAW(BT) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE)

--- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL

(BLUE DOTTED LINE)

FRR FULL HEIGHT WALL

FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (PINK DOTTED LINE)

AD: AUTO-CLOSE DOOR (VIOLET DOTTED LINE)

SW: SOLID WALL

SAM: SOUND ABSORPTIVE MATERIAL

SAM: SOUND ABSORPTIVE MATERIAL

/ HATCHED ZIGZAG BLACK SAM: SOUND ABSORPTIVE MATERIAL

/ HATCHED YELLOW / SOLID HATCHED BLACK VF: VERTICAL FIN

/ HATCHED YELLOW / SOLID HATCHED BLACK

CA (Main.): Common Area (Maintenance)

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

 <b>WONG TUNG &amp; PARTNERS LIMITED</b> ARCHITECTS & PLANNERS 18th Floor, 14 TaiKoo Wan Road, TaiKoo Shing, HongKong T: 852-2803 9888 F: 852-2513 1728 www.wongtung.com	PROJECT: PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.	DRAWING NO. DMC-023(2a)	REV. NO. (01)
	TITLE: MARINA TOWER 5A AND TOWER 5B 1/F FLOOR PLAN (PHASE 2A)	DATE: 13 APRIL 2022	SCALE: 1 : 250



MARINA TOWER 5A AND TOWER 5B 2/F-12/F FLOOR PLAN  
(4/F OMITTED)

- LEGEND:**
- Y RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 2A
  - BAL BALCONY
  - UP UTILITY PLATFORMS
  - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
  - BDL (BLUE DOTTED LINE)
  - ▽ FRR FULL HEIGHT WALL
  - - - - - FIXED GLAZING WITH MAINTENANCE WINDOW (NOT FOR VENTILATION) (PINK DOTTED LINE)
  - PDL
  - / SAM: SOUND ABSORPTIVE MATERIAL
  - / VF: VERTICAL FIN
  - / CA (Main.): Common Area (Maintenance)
  - / TAB
  - / TYPICAL ACOUSTIC BALCONY
- CAW(BT) COMBINED ACOUSTIC WINDOW (BAFFLE TYPE)  
 CAB(BT) COMBINED ACOUSTIC BALCONY (BAFFLE TYPE)  
 TAB TYPICAL ACOUSTIC BALCONY

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

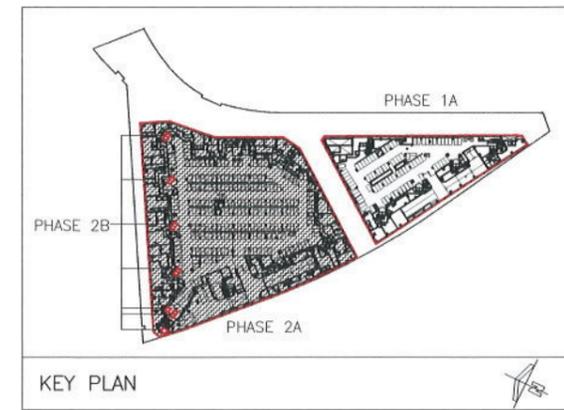
FOR IDENTIFICATION  
PURPOSE ONLY

<b>WONG TUNG &amp; PARTNERS LIMITED</b> ARCHITECTS & PLANNERS  <small>19th Floor, 14 Takoo Wan Road, Takoo Shing, HongKong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.	DRAWING NO. DMC-024(2a)	REV. NO. (01)
	TITLE: MARINA TOWER 5A AND TOWER 5B 2/F-12/F FLOOR PLAN (PHASE 2A)	DATE: 13 April 2022	SCALE: 1 : 250



LEGEND:

 GOVERNMENT ACCOMMODATION WITHIN PHASE 2A



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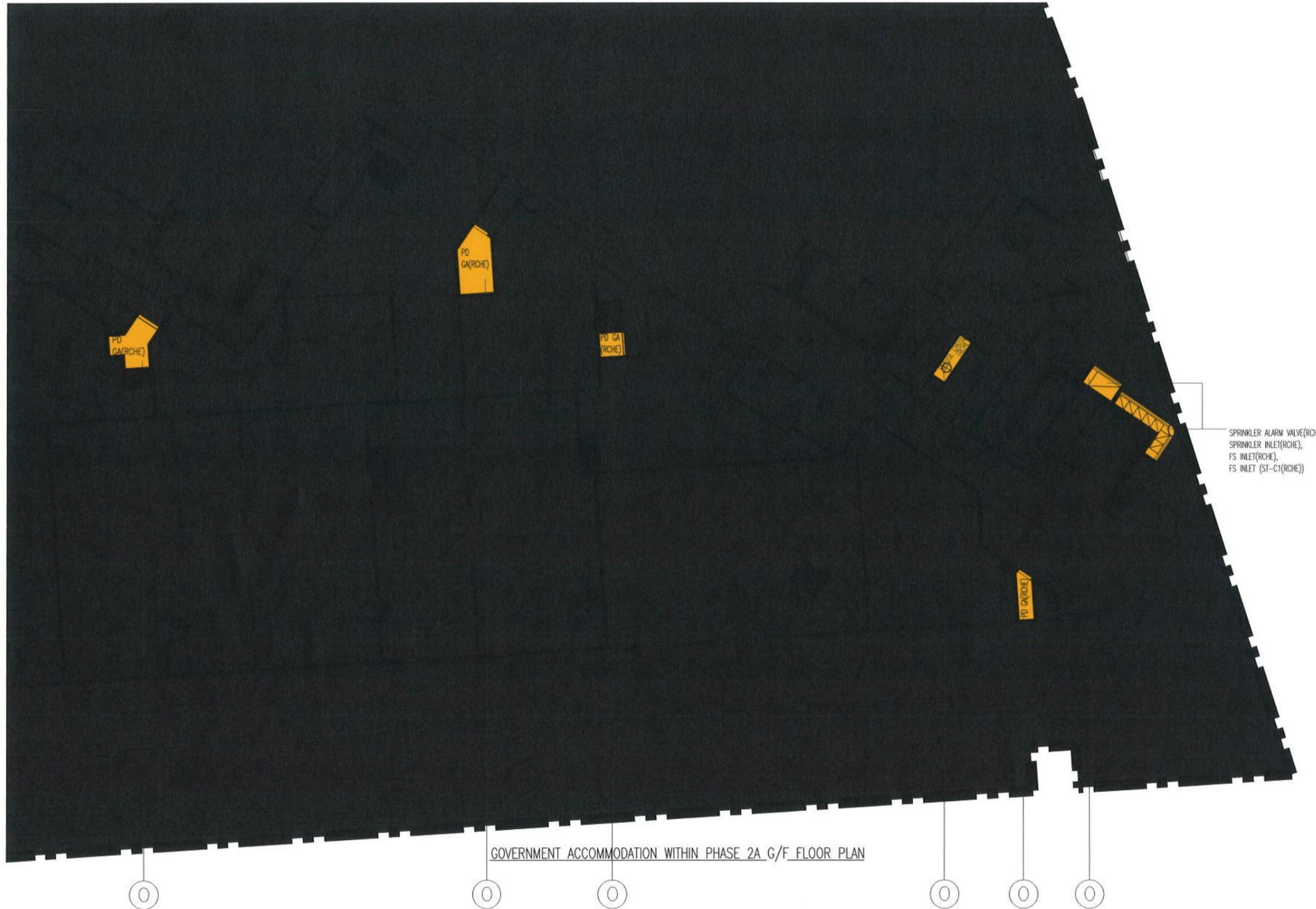
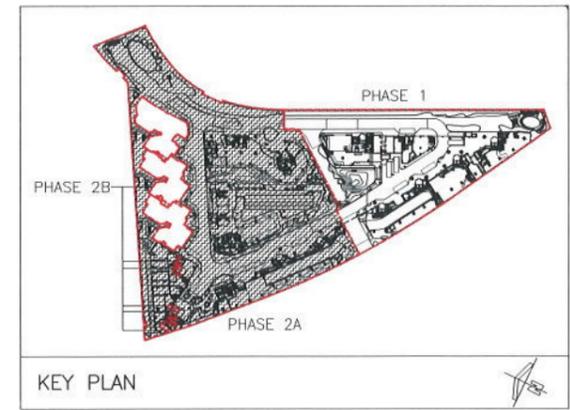
GOVERNMENT ACCOMMODATION WITHIN PHASE 2A B1/F FLOOR PLAN

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Registered Architect Authorized Person

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		PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.	DMC-035b(2a)	(02)
TITLE: GOVERNMENT ACCOMMODATION WITHIN PHASE 2A B1/F FLOOR PLAN		DATE: 16 MAY 2022	SCALE: 1 : 200	

LEGEND:

 GOVERNMENT ACCOMMODATION  
WITHIN PHASE 2A  
ORANGE



I hereby certify the accuracy of this plan.



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ARCHITECTS & PLANNERS

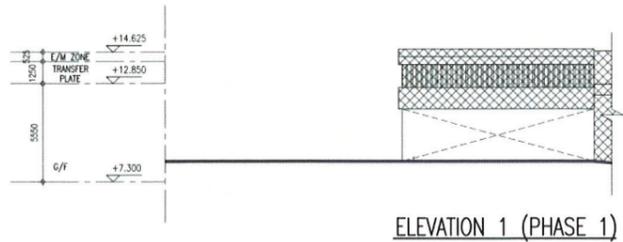


18th Floor, 14 Taikoo Wan Road, Taikoo Shing, HongKong  
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

TITLE: GOVERNMENT ACCOMMODATION  
WITHIN PHASE 2A G/F FLOOR PLAN

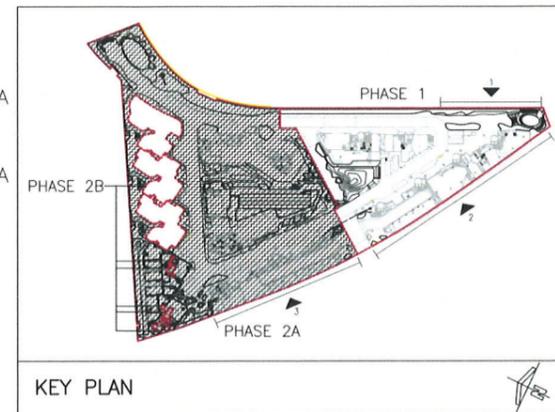
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DATE: 16 MAY 2022	SCALE: 1 : 200



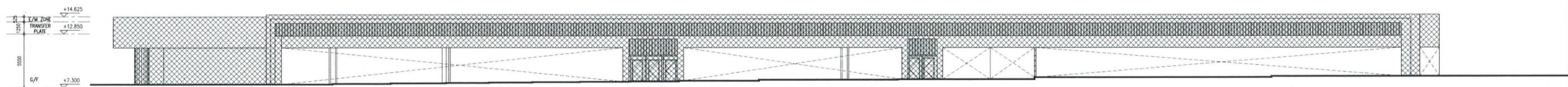
ELEVATION 1 (PHASE 1)

LEGEND:

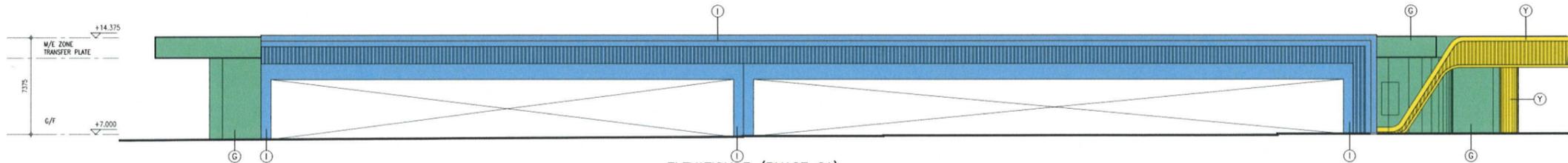
- G DEVELOPMENT COMMON AREAS AND FACILITIES WITHIN PHASE 2A  
GREEN
- Y RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 2A  
YELLOW
- I COMMERCIAL ACCOMMODATION WITHIN PHASE 2A  
INDIGO
- ZIGZAGGED PHASE 2A  
BLACK
- CROSSED HATCHED SUBSEQUENT PHASE(S)  
BLACK



KEY PLAN



ELEVATION 2 (PHASE 1)



ELEVATION 3 (PHASE 2A)

I hereby certify the accuracy of this plan.

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Registered Architect Authorized Person

FOR IDENTIFICATION  
PURPOSE ONLY

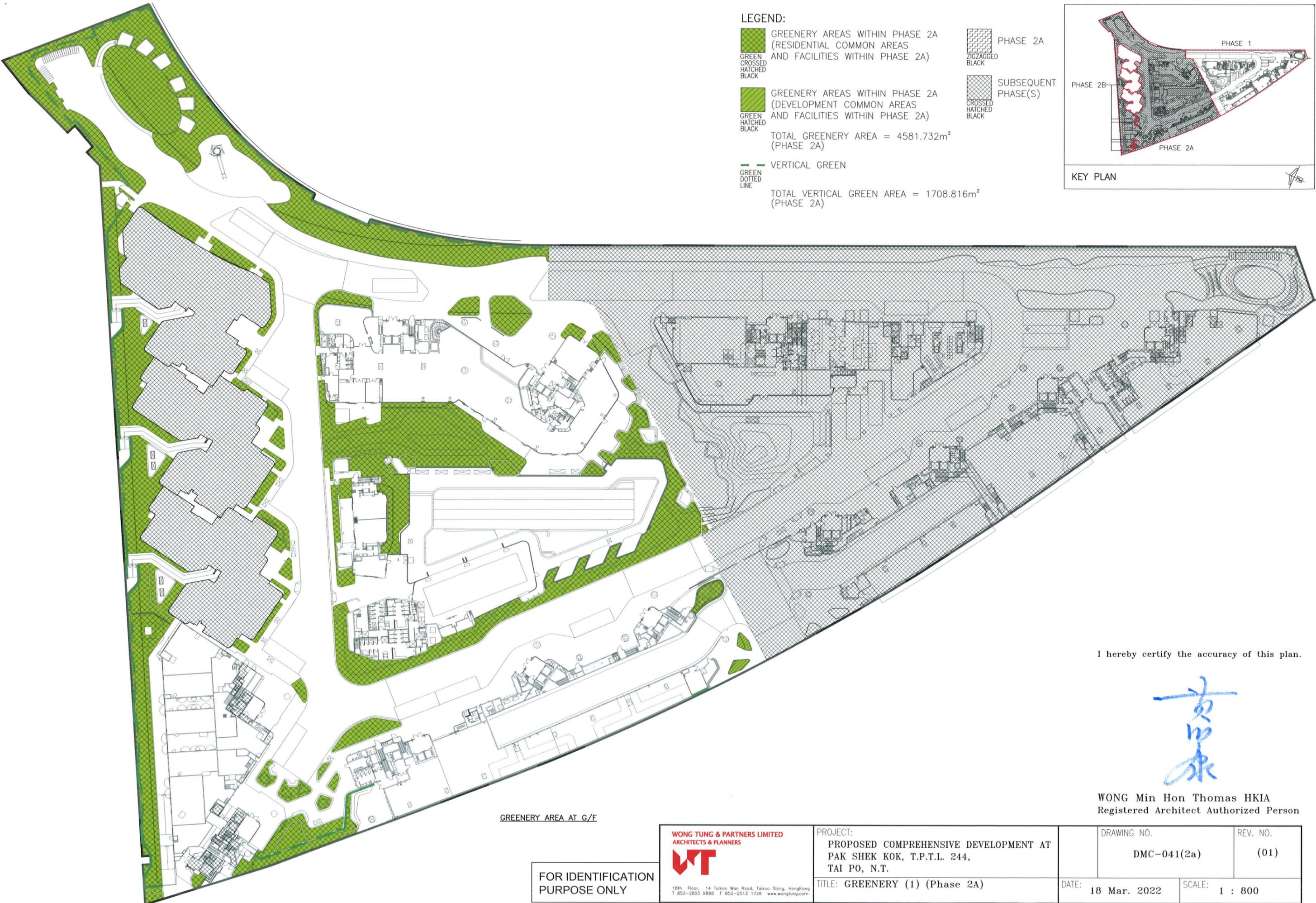
**WONG TUNG & PARTNERS LIMITED**  
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PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

TITLE:  
PODIUM ELEVATION (PHASE 2A)

DRAWING NO. DMC-040(2a)	REV. NO. (01)
DATE: 18 Mar. 2022	SCALE: 1 : 400



**LEGEND:**

 GREENERY AREAS WITHIN PHASE 2A (RESIDENTIAL COMMON AREAS AND FACILITIES WITHIN PHASE 2A)

 PHASE 2A

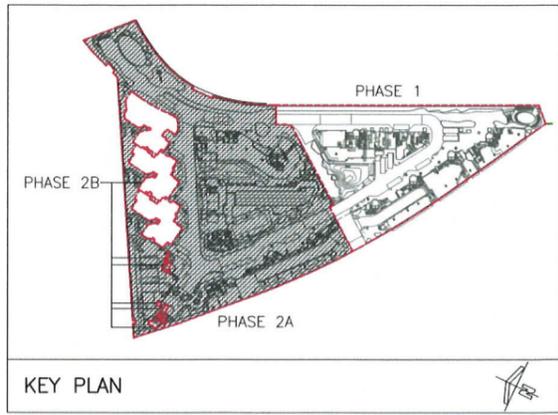
 GREENERY AREAS WITHIN PHASE 2A (DEVELOPMENT COMMON AREAS AND FACILITIES WITHIN PHASE 2A)

 SUBSEQUENT PHASE(S)

TOTAL GREENERY AREA = 4581.732m<sup>2</sup> (PHASE 2A)

 VERTICAL GREEN

TOTAL VERTICAL GREEN AREA = 1708.816m<sup>2</sup> (PHASE 2A)



GREENERY AREA AT G/F

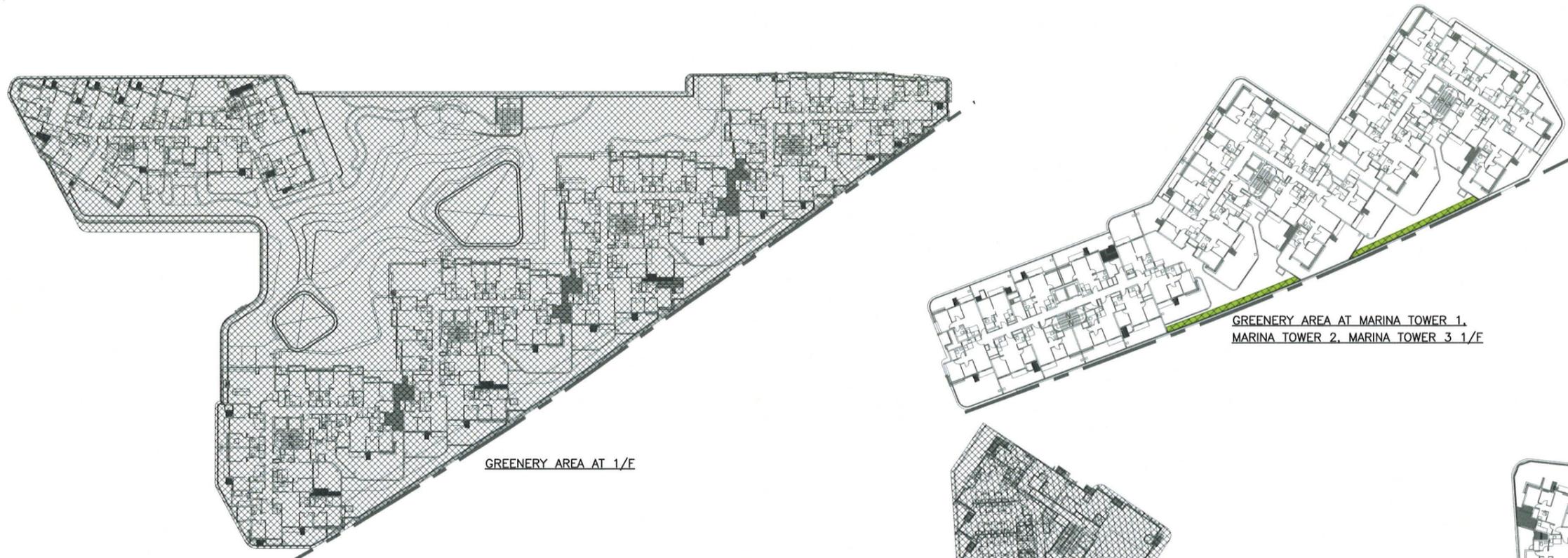
I hereby certify the accuracy of this plan.



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Registered Architect Authorized Person

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PURPOSE ONLY

 <b>WONG TUNG &amp; PARTNERS LIMITED</b> ARCHITECTS & PLANNERS <small>18th Floor, 14 Taikee Wan Road, Taikee Shing, HongKong          T 852-2603 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE DEVELOPMENT AT PAK SHEK KOK, T.P.T.L. 244, TAI PO, N.T.	DRAWING NO. DMC-041(2a)	REV. NO. (01)
	TITLE: GREENERY (1) (Phase 2A)	DATE: 18 Mar. 2022	SCALE: 1 : 800



**LEGEND:**

 GREENERY AREAS WITHIN PHASE 2A  
(RESIDENTIAL COMMON AREAS  
AND FACILITIES WITHIN PHASE 2A)

 SUBSEQUENT  
PHASE(S)

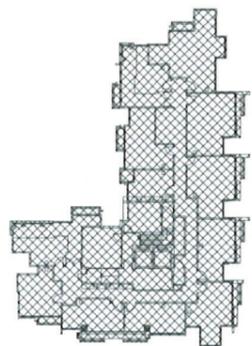
TOTAL GREENERY AREA = 135.652m<sup>2</sup>  
(PHASE 2A)

GREENERY AREA AT 1/F

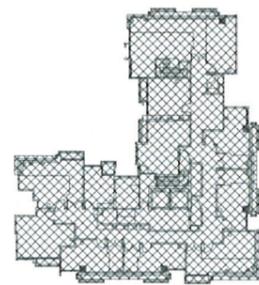
GREENERY AREA AT MARINA TOWER 1,  
MARINA TOWER 2, MARINA TOWER 3 1/F

GREENERY AREA AT SCENIC TOWER 5  
& SCENIC TOWER 6 1/F

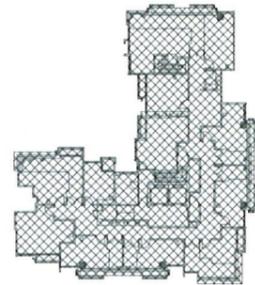
GREENERY AREA AT MARINA TOWER 5A  
& MARINA TOWER 5B 1/F



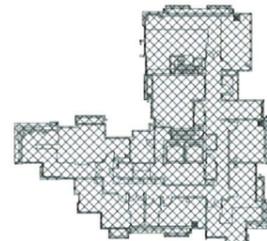
GREENERY AREA AT  
SCENIC TOWER 1 R/F



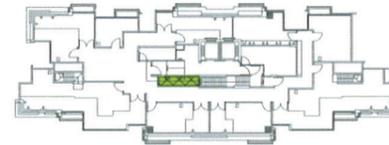
GREENERY AREA AT SCENIC TOWER 2  
& SCENIC TOWER 3 R/F



GREENERY AREA AT  
SCENIC TOWER 5 R/F



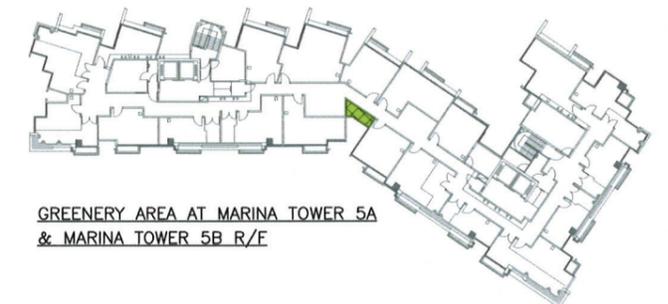
GREENERY AREA AT  
SCENIC TOWER 6 R/F



GREENERY AREA AT  
MARINA TOWER 3 R/F



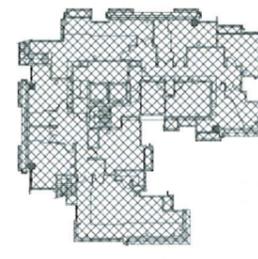
GREENERY AREA AT  
MARINA TOWER 2 R/F



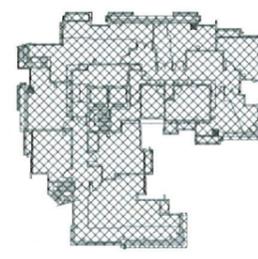
GREENERY AREA AT MARINA TOWER 5A  
& MARINA TOWER 5B R/F



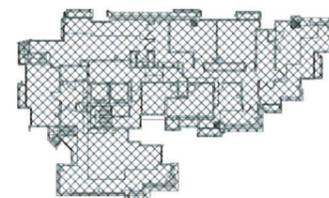
GREENERY AREA AT  
MARINA TOWER 1 R/F



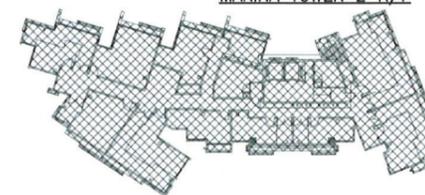
GREENERY AREA AT  
GREENWOOD TOWER 5 R/F



GREENERY AREA AT GREENWOOD  
TOWER 3 & GREENWOOD TOWER 2  
R/F



GREENERY AREA AT  
GREENWOOD TOWER 1 R/F



GREENERY AREA AT  
GREENWOOD TOWER 6 R/F

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

FOR IDENTIFICATION  
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



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PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

TITLE: GREENERY (2) (Phase 2A)

DRAWING NO.  
DMC-042(2a)

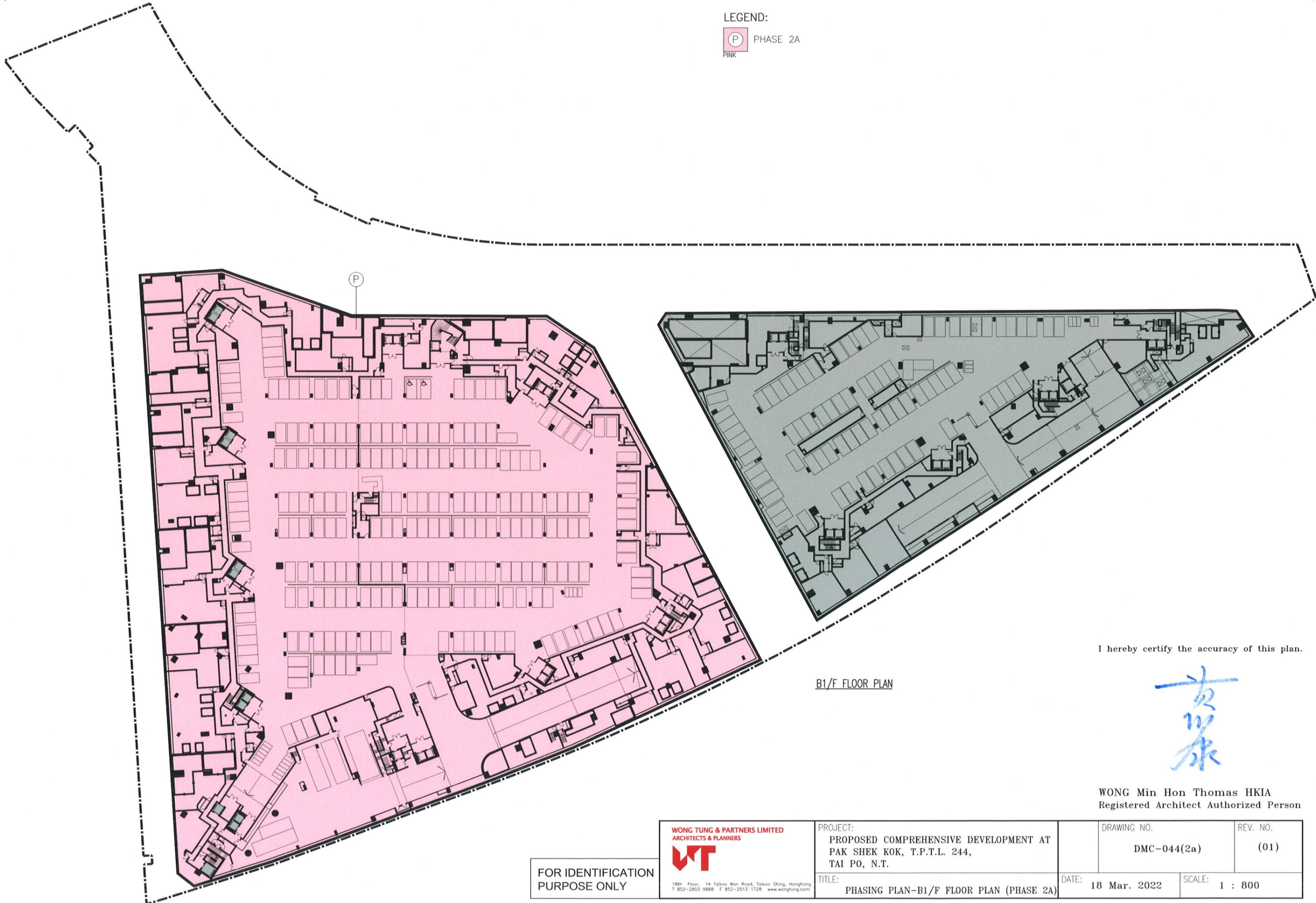
REV. NO.  
(01)

DATE: 18 Mar. 2022

SCALE: 1 : 800

LEGEND:

 PHASE 2A  
PINK



B1/F FLOOR PLAN

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

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PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

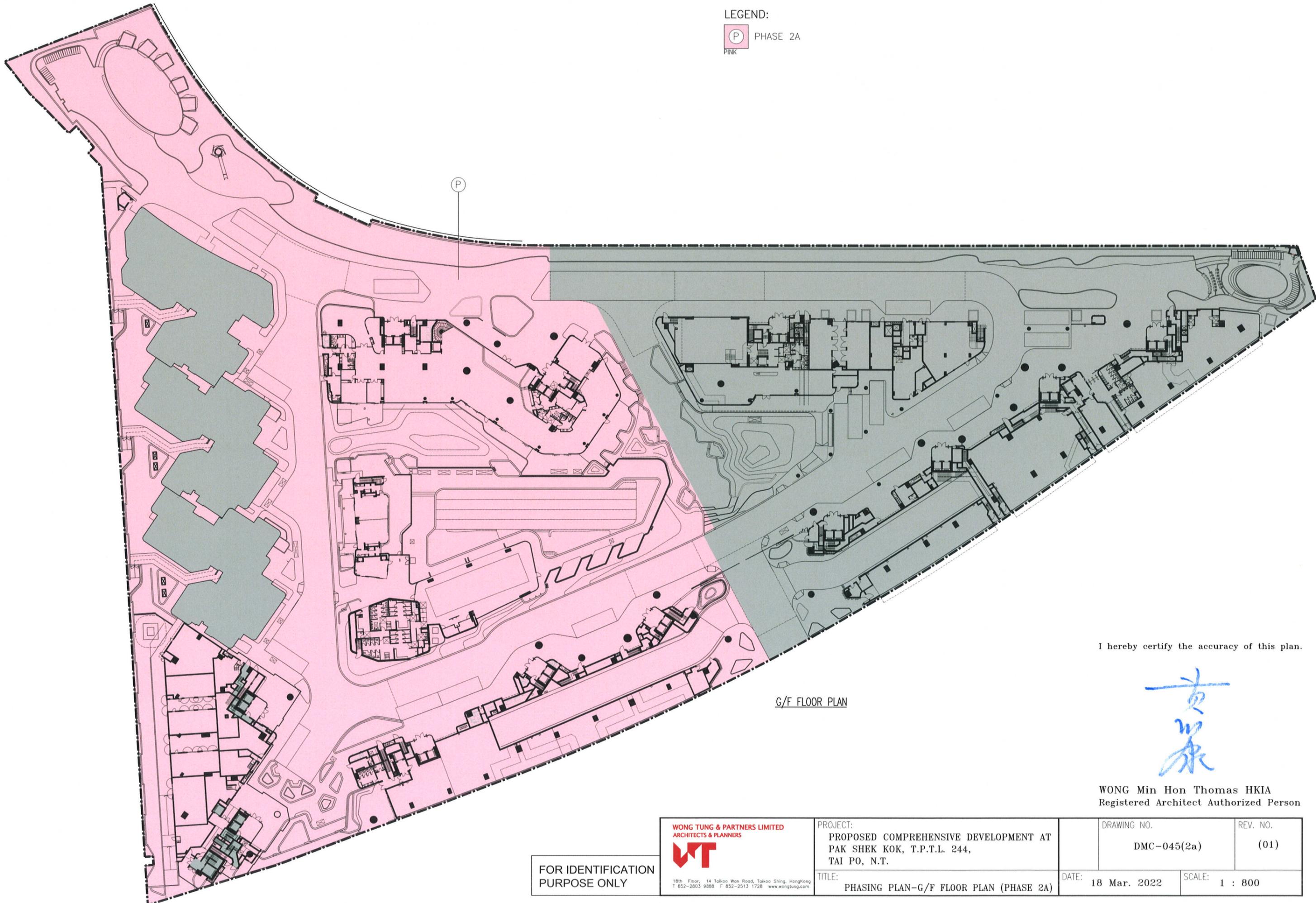
TITLE:  
PHASING PLAN-B1/F FLOOR PLAN (PHASE 2A)

DRAWING NO.	REV. NO.
DMC-044(2a)	(01)

DATE:	SCALE:
18 Mar. 2022	1 : 800

LEGEND:

 PHASE 2A  
PINK



G/F FLOOR PLAN

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

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18th Floor, 14 Taikee Wan Road, Taikee Shing, HongKong  
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PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

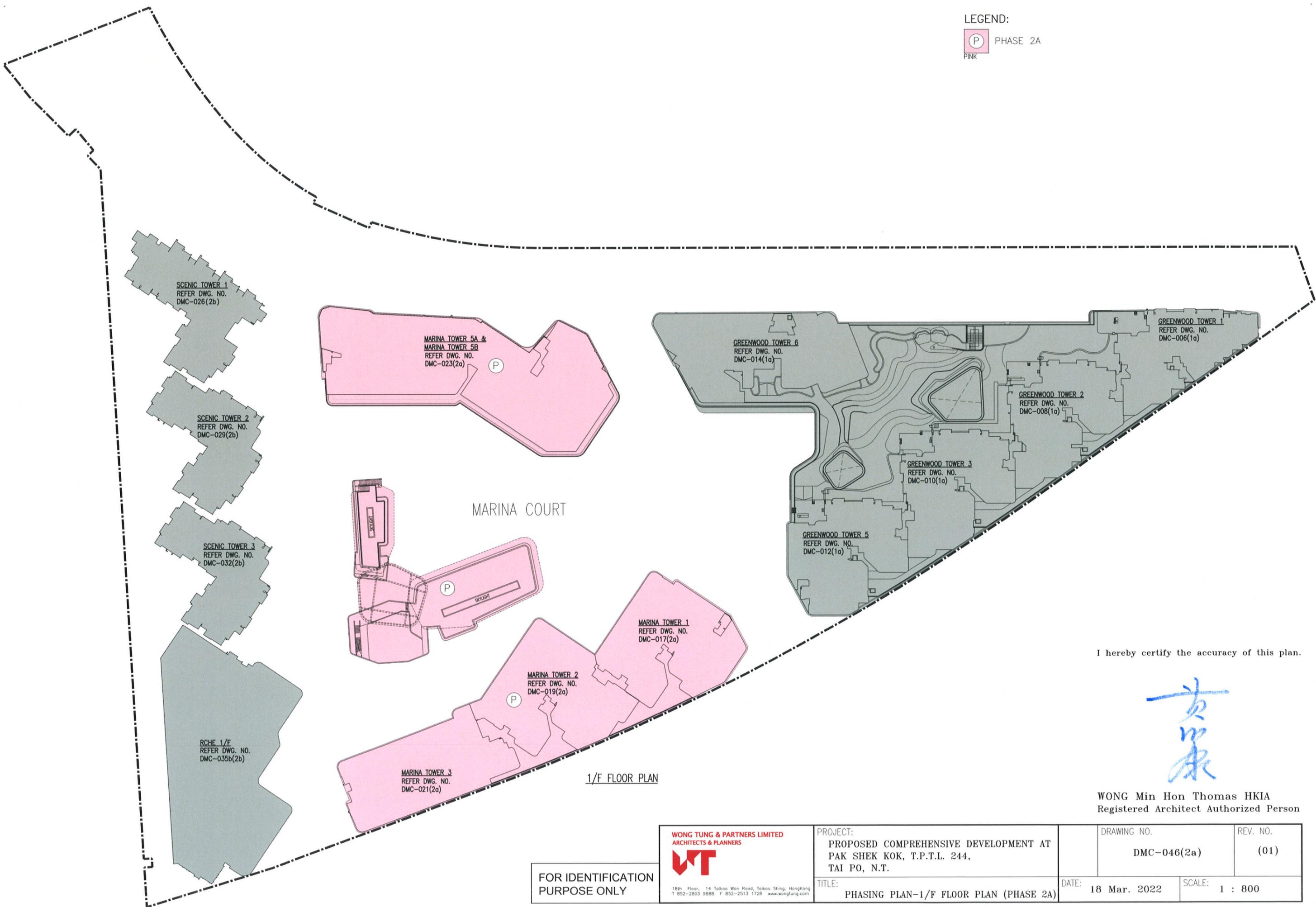
TITLE:  
PHASING PLAN-G/F FLOOR PLAN (PHASE 2A)

DRAWING NO.      REV. NO.  
DMC-045(2a)      (01)

DATE: 18 Mar. 2022      SCALE: 1 : 800

LEGEND:

(P) PHASE 2A  
PINK



I hereby certify the accuracy of this plan.

WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

FOR IDENTIFICATION  
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED  
ARCHITECTS & PLANNERS



18th Floor, 14 Taikee Wan Road, Taikee Shing, HongKong  
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

TITLE:  
PHASING PLAN-1/F FLOOR PLAN (PHASE 2A)

DRAWING NO. DMC-046(2a)	REV. NO. (01)
DATE: 18 Mar. 2022	SCALE: 1 : 800

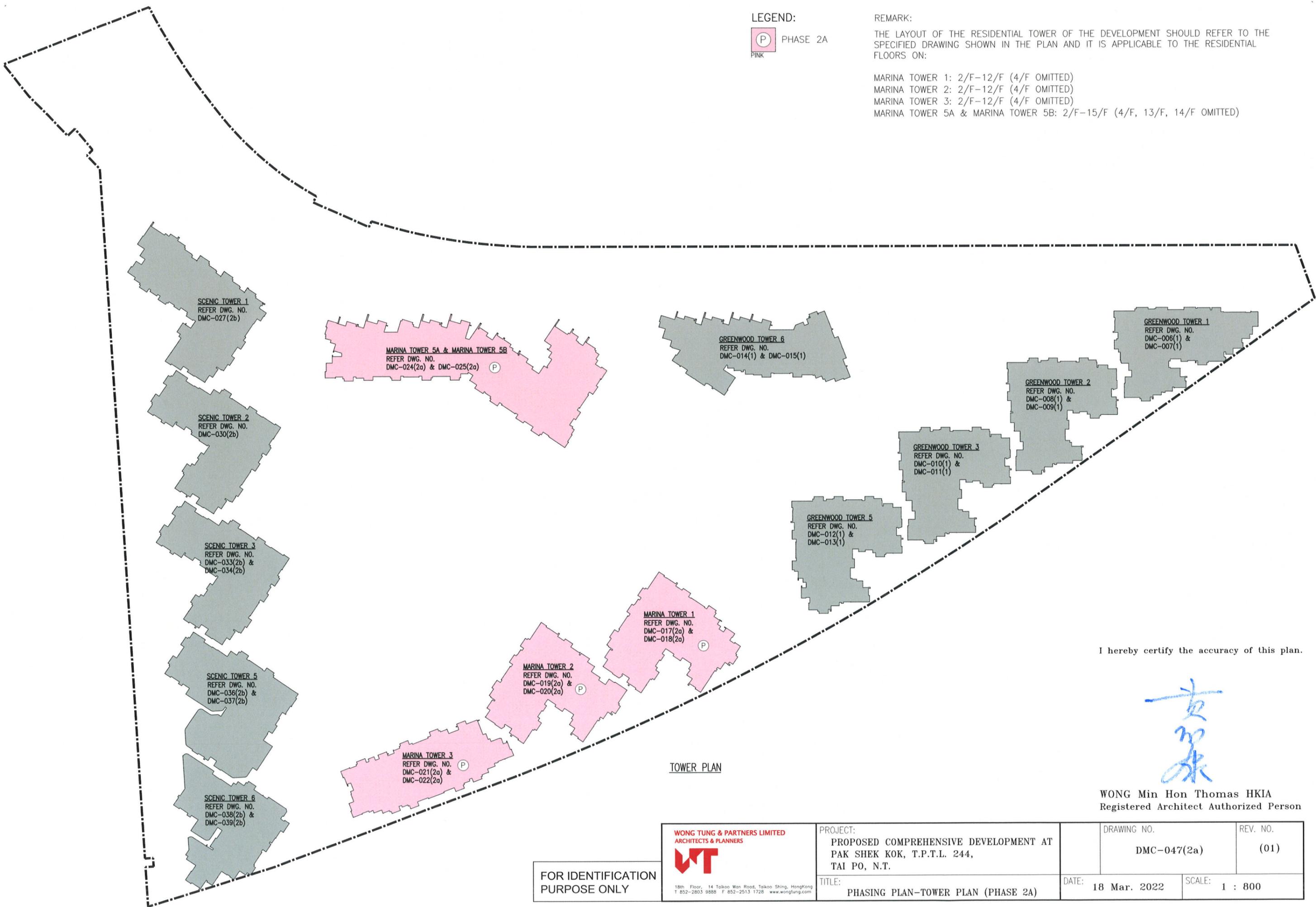
LEGEND:

 PHASE 2A  
PINK

REMARK:

THE LAYOUT OF THE RESIDENTIAL TOWER OF THE DEVELOPMENT SHOULD REFER TO THE SPECIFIED DRAWING SHOWN IN THE PLAN AND IT IS APPLICABLE TO THE RESIDENTIAL FLOORS ON:

- MARINA TOWER 1: 2/F-12/F (4/F OMITTED)
- MARINA TOWER 2: 2/F-12/F (4/F OMITTED)
- MARINA TOWER 3: 2/F-12/F (4/F OMITTED)
- MARINA TOWER 5A & MARINA TOWER 5B: 2/F-15/F (4/F, 13/F, 14/F OMITTED)



TOWER PLAN

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

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ARCHITECTS & PLANNERS



18th Floor, 14 Tak Koo Wan Road, Tak Koo Shing, HongKong  
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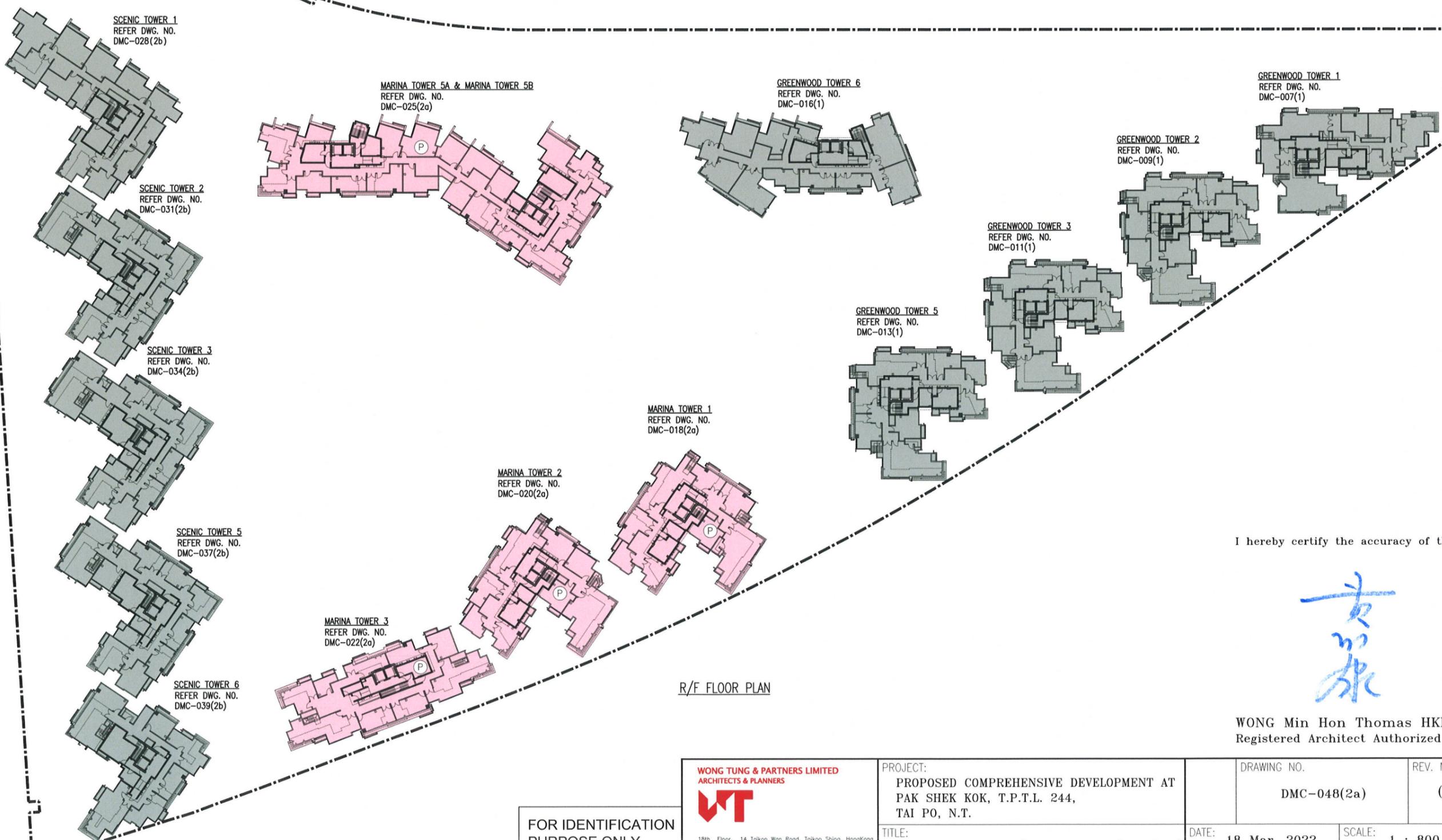
PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

TITLE:  
PHASING PLAN-TOWER PLAN (PHASE 2A)

DRAWING NO. DMC-047(2a)	REV. NO. (01)
DATE: 18 Mar. 2022	SCALE: 1 : 800

LEGEND:

 PHASE 2A  
PINK



R/F FLOOR PLAN

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas HKIA  
Registered Architect Authorized Person

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18th Floor, 14 Takoo Wan Road, Takoo Shing, HongKong  
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:  
PROPOSED COMPREHENSIVE DEVELOPMENT AT  
PAK SHEK KOK, T.P.T.L. 244,  
TAI PO, N.T.

TITLE:  
PHASING PLAN-R/F FLOOR PLAN (PHASE 2A)

DRAWING NO.  
DMC-048(2a)

REV. NO.  
(01)

DATE: 18 Mar. 2022

SCALE: 1 : 800