

**THIS INDENTURE** made the                      day of                      Two Thousand and [                      ]

BETWEEN :

- (1) **ZEN WEI PAO WILLIAM ( 單偉豹 )** of 5th Floor, Tower 6, The Gateway, 9 Canton Road, Tsimshatsui, Kowloon, Hong Kong (hereinafter called "the Registered Owner" which expression shall where the context so admits include his successors and assigns) of the first part;
- (2) [                      ]  
Hong Kong (hereinafter called "the First Purchaser" which expression shall where the context so admits include his successors and assigns) of the second part;
- (3) [                      ]  
whose registered office is situate at [                      ]  
(hereinafter called "the Manager" which expression shall where the context so admits include its successors and assigns) of the third part; and
- (4) **THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED** whose registered office is situate at No.1 Queen's Road Central, Hong Kong (hereinafter called "the Lender" which expression shall where the context so admits include its successors and assigns) of the fourth part.

**W H E R E A S** :-

- (1) Immediately prior to the Assignment to the First Purchaser hereinafter referred to the Registered Owner is the registered owner of the Lot (as hereinafter defined) which is held from the Government for the residue of this term of 75 years from the 1<sup>st</sup> day of July 1898 with a right of renewal for 24 years less the last three days thereof which said term is extended until the 30<sup>th</sup> day of June 2047 under Section 6 of New Territories (Extension) Ordinance subject to the payment of the rent and the observance and performance of the covenants terms and conditions in the Government Lease (as hereinafter defined).
- (2) For the purposes of sale the Lot and the Development (as hereinafter defined) have been notionally divided into [ \* ] equal undivided shares which have been allocated as set out in the First Schedule hereto.
- (3) By a partial release bearing even date but executed immediately prior to the Assignment, the Assigned Flat (as hereinafter defined) were released by the Lender to the First Purchaser from the Mortgage (as hereinafter defined).
- (4) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the First Purchaser of the other part and for the consideration therein expressed the Registered Owner assigned unto the First Purchaser All Those [                      ] equal undivided [                      ] parts or shares of and in the Lot and the Development together with the sole and exclusive right to hold

use occupy and enjoy All That [ ] of the Development (“the Assigned Unit”).

(5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, insurance and service of the Lot and the Development and their equipments, services and apparatus and for the purpose of defining and regulating the respective rights, interests and obligations of the Owners (as hereinafter defined) in respect of the Lot and the Development and to provide for a due proportion of the common expenses of the Lot and the Development to be borne by the Owners.

NOW THIS DEED WITNESSETH as follows :-

## SECTION I

### DEFINITION AND INTERPRETATION

1. In this Deed the following expressions shall have the following meanings ascribed to them whenever the context permits :-

**“Access Road”**

means such portion of the Lot marked as “ Access Road” and shown and coloured Orange on the Plans annexed hereto.

**“Approved Plans”**

mean the plans for the development of the Lot approved by the Building Authority under Ref. No.[ ] as may be amended from time to time with the approval of the Building Authority.

**“Car Park”**

means four car parking spaces erected on the Lot and “Car Parks” shall be construed accordingly.

**“Common Areas and Facilities”**

mean and include :-

- (a) the entrances, entrance gates, footpaths, passages, driveways, roadways and pavements, emergency vehicular access, visitors’ carpark, ramps of the Development including but not limited to Access Road and automatic sliding metal gate system;
- (b) retaining walls (if any), boundary fence walls, structural wall of the Development, all external walls including architectural features pertaining thereto, parapet walls, foundations, columns, beams and other structural supports of the Development;

- (c) all landings cable ducts pipe duct, electrical duct; transformer room, switch room, master water meter room, refuse storage and material recovery chamber, water pump room and check meter cabinet, cat ladder, s.s. hatch door, fire services pump room and water tank, metal gate communal television and radio aerial systems, cable television system (if any), wires, cables, Conducting Media and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems CCTV System, the refuse collection system, 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 (in so far as the same are capable of being shown on plans) are for identification only shown on the Plans annexed hereto and coloured Yellow;
- (d) such other areas, systems, devices, services and facilities of and in the Lot and the Development as may at any time be designated as Common Areas and Facilities by the Registered Owner in accordance with this Deed; and
- (e) to the extent not specifically provided in paragraphs (a) to (d) above, such other parts of the Lot and the Development :-
  - (i) any parts of the Development covered by paragraph (a) of the definition of “**common parts**” set out in section 2 of the Building Management Ordinance (Cap.344); and
  - (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “**common parts**” set out in section 2 of the Building Management Ordinance (Cap.344);

but EXCLUDING 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.

### “**Conducting Media**”

means pipes, wires, cables, sewers, drains, water courses, trucking, ducts, flues, gutters, gullies, channels, conduits and other media.

### “**Development**”

means the whole of the development comprising, inter alia, the Units, Yards and Car Parks erected on the Lot and intended to be known as “La Maison De La Salle 喇沙滙”, No.25 La Salle Road, Kowloon, Hong Kong.

### “**Residential Unit**”

means a unit together with its related Yard, roof and/or flat roof, if any, for private residential purpose in the Development and “Residential Units” shall be construed accordingly.

**“Government”**

means the Government of the Hong Kong Special Administrative Region.

**“Government Lease”**

means the new Government Lease of the Lot deemed to have been granted under and by virtue of the Government Leases Ordinance (Cap.40) for the further term of 24 years less the last 3 days thereof commencing from the 1<sup>st</sup> day of July 1973 (which said further term has been extended until the 30th day of June 2047 under Section 6 of the New Territories Leases (Extension) Ordinance (Cap.150)) upon expiration of the original term of 75 years held under a Government Lease dated 17<sup>th</sup> October 1967 and made between Queen Elizabeth II of the one part and Wong Che Keung of the other part and shall include any subsequent extensions, variations, modification or renewal thereof.

**“House Rules”**

means the rules supplemental to this Deed governing the Development or any part or parts thereof from time to time in force made pursuant to these presents.

**“Lot”**

means ALL THAT piece or parcel of ground registered in the Land Registry as NEW KOWLOON INLAND LOT NO.4142.

**“Management Expenses”**

means the costs, charges and expenses for the management and maintenance of the Lot and the Development as provided in this Deed.

**“Management Fund”**

means all monies received recovered or held by the Manager for the use and benefit of the Development pursuant to this Deed.

**“Management Units”**

means those units for the purpose of determining the amount of contribution towards the Management Expenses, other costs and expenses and funds provided herein by each Owner as set out in the Second Schedule hereto.

**“the Manager”**

means \_\_\_\_\_ Limited or any other manager for the time

being appointed as manager of the Development pursuant to this Deed.

**“Manager’s Fee”**

means the remuneration of the Manager as provided in Sub-Section C of Section VI this Deed.

**“Mortgage”**

means a Building Mortgage and an Assignment of Sale Proceeds, Rental Proceeds and Receivables both dated 31 January 2013 and made between the Registered Owner as borrower and the Lender as lender and registered in the Land Registry by Memorial Nos.13022202780140 and 13022202780150 respectively.

**“Owner”**

means Owner as defined in the Building Management Ordinance (Cap.344) being the owner(s) for the time being of any Undivided Share and registered as such under the Land Registration Ordinance (Cap.128) and his executors, administrators, successors and assigns and every joint tenant or tenant in common of any Undivided Shares, and where the legal estate and/or the beneficial interest in any Undivided Share has been charged or assigned by way of mortgage or legal charge the word "Owner" shall include both mortgagor/chargor and mortgagee/chargee but in respect of the mortgagee/chargee only if such mortgagee/chargee is in possession of or has foreclosed that portion of the Lot and the Development relating to the Undivided Share PROVIDED HOWEVER THAT subject to the provisions of such mortgage/charge the voting rights attached to an Undivided Share by the provisions of this Deed shall be exercisable by the mortgagor/chargor unless the mortgagee/chargee is in possession or in receipt of the rents and profits of that portion of the Lot and Development relating to the Undivided Share.

**“Owners’ Committee”**

means a committee of the Owners of the Development established under the provisions of this Deed.

**“Owners’ Corporation”**

means the Owners' corporation of the Lot and the Development incorporated and registered under the Building Management Ordinance (Cap.344).

**“Undivided Shares”**

means all those equal undivided parts or shares of and in the Lot and the Development as set out in the First Schedule hereto.

**“Unit”**

means a Residential Unit or a Car Park on a part of the Development in respect of which a

specific number of Undivided Share is allocated in accordance with this Deed and is intended for separate and exclusive use, possession and occupation by the Owner thereof and his Unit in relation to an Owner means the Unit in which the Owner has the full and exclusive rights and privilege to hold use occupy and enjoy.

**“Yards”**

means two yards erected on the Lot and “Yard” shall mean any one of them.

2. In this Deed if the context permits or requires words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.
3. The index, heading and sub-headings herein are for reference only and do not affect the construction of this Deed.

**SECTION II**

**RIGHTS AND OBLIGATIONS OF OWNERS**

1. The Registered Owner shall at all times hereafter subject to and with the benefit of the Government Lease and the Mortgage have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Purchaser the whole of the Lot and the Development together with the appurtenances thereto and the entire rents and profits thereof **SAVE AND EXCEPT** the Assigned Unit and **SUBJECT TO** the rights and privileges granted to the First Purchaser by the aforesaid Assignment and **SUBJECT TO** the provisions of this Deed.
2. The First Purchaser shall at all times hereafter subject to and with the benefit of the Government Lease and subject to and with the benefit of this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy All That the Assigned Unit.
3. Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements, rights, privileges and obligations herein contained.
4. Every Owner shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and the benefit and burden thereof shall be annexed to every part of the Lot and the Development and the Undivided Share or Shares as held therewith. The Conveyancing and Property Ordinance (Cap.219) and any statutory amendments, modifications and re-enactments thereof for time being in force shall apply to this Deed.
5. Subject to Clause 6 of Section II, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, lease, license or otherwise dispose of or

deal with his share or interest in the Lot and the Development together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith but any such sale, assignment, mortgage, lease or licence shall be expressly made subject to and with the benefit of the Government Lease and this Deed.

6. (a) The right to the exclusive use, occupation and enjoyment of any part of the Lot or the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall not extend to lease or tenancy the term of which (including any renewals thereof) does not exceed ten (10) years.
- (b) The right to the exclusive use, occupation and enjoyment of roof, flat roof or Yard(s) specifically assigned by the Registered Owner shall not at any time thereafter be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which such roof, flat roof or Yard(s) is held.
- (c) The Owner of the Car Park(s) shall not : (1) assign the Car Park or any interest therein without also and at the same time assigning the Undivided Shares of and in the Lot and the Development together with the right to the exclusive use and occupation of a Residential Unit; nor (2) underlet the same or any interest therein or enter into any agreement so to do except to the resident of a Residential Unit PROVIDED THAT nothing herein contained shall prevent (i) the assignment of such Car Park to any person who is already at that time the Owner of the Undivided Shares of and in the Lot and the Development together with the right to the exclusive use and occupation of a Residential Unit or (ii) the use of such Car Park by the resident of a Residential Unit or his bona fide visitors or invitees.

7. Notwithstanding anything herein to the contrary, there is reserved unto the Registered Owner the following rights and privileges :-

- (a) The exclusive right and privilege to change, amend, vary, add to or alter the Approved Plans existing at the date hereof (without the consent or concurrence of the First Purchaser or any Owner at any time hereinafter subject to the approval of the Building Authority (if required) PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict the access to and from any such part of the Development PROVIDED FURTHER THAT any exercise of this right affecting the Common Areas and Facilities shall require the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed) or the Manager in the absence of the Owners' Committee and the Owners' Corporation and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be accrued to all Owners or the relevant Owner or Owners concerned as the case may be.

- (b) The exclusive and unrestricted right and privilege to apply negotiate and agree with the Government to amend, vary or modify the Government Lease (including the Plan(s) annexed thereto) in such manner as the Registered Owner may deem fit without the concurrence or approval of any Owner and to execute any documents in the name of the Registered Owner in connection therewith without the necessity of joining in any other Owner PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict the access to or from any such part of the Development and PROVIDED FURTHER THAT any exercise of this right affecting the Common Areas and Facilities shall require the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed) or the Manager in the absence of the Owners' Committee and the Owners' Corporation and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be accrued to all Owners or the relevant Owner or Owners concerned as the case may be.
- (c) The full and unrestricted right to enter into and upon all parts of the Lot and the Development (save and except those parts of the Lot and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of constructing or completing the other parts of the Development and may, for such purpose, carry out all such works in, under, on or over the Lot and the Development (save and except those parts as aforesaid) as it may from time to time see fit. The right of the Registered Owner to enter the Lot and the Development (save and except those parts as aforesaid) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the Registered Owner PROVIDED THAT the Registered Owner shall cause as little disturbance as reasonably possible to the Owners and make good any damage in connection with or in the exercise of the right under this Clause.
- (d) At all times hereafter but subject to and with the benefit of the Government Lease and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares retained by the Registered Owner (other than the Undivided Shares in respect of the Common Areas and Facilities) and to re-allocate the Undivided Shares so retained by the Registered Owner to any of the Units within the Development retained by the Registered Owner PROVIDED THAT the total number of Undivided Shares for each such part remains unchanged, and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such Units within the Development retained by the Registered Owner and PROVIDED FURTHER THAT such dealings shall not contravene the terms and conditions of the Government Lease and this Deed and PROVIDED FURTHER THAT such re-allocation of Undivided Shares shall not affect the Undivided Shares of other Units held by the other Owners.

- (e) The exclusive right to name or change the name of the Development at any time and to execute any documents in the name of the Registered Owner in connection therewith without the necessity of joining in any other Owner upon giving six months' notice to the Owners and shall not be liable to any Owner or other person having an interest in the Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith.
- (f) The full and unrestricted right to effect surrender of land or dedication of areas to the Government and pursuant to the Government Lease or wherever required by the Government to do being any part or parts of the Lot and the Development PROVIDED THAT in making such surrender or dedication the Registered Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict an Owner's right of access to and from his part of the Development and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be accrued to all Owners or the relevant Owner or Owners concerned as the case may be and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities, the exercise of such right shall be subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed) or the Manager in the absence of the Owners' Committee and the Owners' Corporation.
- (g) The full and unreserved right to adjust or re-align the boundary of the Lot and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender, extension or regrant PROVIDED THAT the exercise of this right shall not adversely affect the right of the Owners to hold, use, occupy and enjoy their respective parts of the Development and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be accrued to all Owners or the relevant Owner or Owners concerned as the case may be and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities, the exercise of such right shall be subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed) or the Manager in the absence of the Owners' Committee and the Owners' Corporation.
- (h) The right to enter into a supplemental deed or supplemental deed of mutual covenant and/or a sub-deed of mutual covenant in respect of any part or parts of the Development still owned by the Registered Owner without joining in Owners of other parts of the Development PROVIDED THAT such supplemental deed or supplemented deed of mutual covenant and/or sub-deed or sub-deeds of mutual covenant shall not contradict with the provisions of this Deed nor affect the rights, interests or obligations of any Owner not bound by such supplemental deed(s) and/or sub-deed(s).

8. The Owners hereby jointly and severally and irrevocably APPOINT the Registered Owner as their attorney and grant unto the Registered Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the Registered Owner's rights mentioned in Clause 7 above and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the Registered Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

9. An Owner shall not be entitled to assign the Unit which he owns unless he includes a covenant in substantially the following terms: -

“The Purchaser covenants with the Vendor and its successors assigns and attorneys to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting 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 the Development and be enforceable by the Vendor and its successors and assigns that :-

- (a) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on Zen Wei Pao William ("the Developer" which expression shall include his successors and attorneys) under Clause 7 of Section II of a Deed of Mutual Covenant dated the day of \_\_\_\_\_ and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Developer;
- (b) the Covenanting Purchaser hereby expressly and irrevocably appoints the Developer to be its attorney and grants unto the Developer the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Developer as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (c) 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) and (b) hereinbefore contained

PROVIDED that upon the Covenanting Purchaser complying with and performing the covenant (c) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (a) and (b) hereinbefore contained 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) and (c) hereinbefore contained”.

### **SECTION III**

#### **EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH UNIT**

1. The Owner of an Unit shall have the benefit of the following easements rights and privileges SUBJECT TO the provisions of the Government Lease this Deed, the House Rules and the rights of the Manager and the Registered Owner as provided in this Deed and the payment by the Owner of his due proportion of the Manager’s Fee and Management Expenses :-

- (a) Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the Registered Owner herein provided) for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and equipment of the Unit owned by the Owner;
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development and the right to subjacent and lateral support from the foundation and all other parts of the Development SUBJECT as aforesaid;
- (c) The free and uninterrupted passage and running of air, water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his Unit through the sewers, drains, watercourses, cables, pipes and wires which now are in, under or passing through the Lot or the Development or any part or parts thereof for the proper use and enjoyment of his Unit SUBJECT as aforesaid; and
- (d) The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon reasonable prior notice (except in the case of emergency) to enter upon other parts or Units of the Development for the purpose of carrying out any works for the maintenance and repair of his Unit including any Conducting Media exclusively serving the same (such work 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 possible and forthwith making good any damage caused thereby SUBJECT as aforesaid. .

2. The Owners shall have no right to enter upon any part of the Lot or the Development save as expressly herein provided it being understood that all works necessary for the maintenance and repair of the Development (but not individual Unit thereof) in accordance with this Deed shall be

carried out by the Manager who shall have the right to enter into or upon any part of the Lot and/or the Development for that purpose as herein provided upon giving reasonable notice except in the case of emergency.

#### **SECTION IV**

##### **EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNDIVIDED SHARE OF AND IN THE LOT AND THE DEVELOPMENT IS HELD**

1. The following are the easements rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his Unit is held:-
  - (a) The Manager shall have full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others and with or without equipment and apparatus to enter into and upon his Unit for the purposes of inspecting, examining, repairing and maintaining the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof PROVIDED ALWAYS THAT the Manager shall compensate the Registered Owner or Owners for the damage or loss sustained or suffered as result of any negligent or wilful or criminal acts of his agents, contractors, workers, employees;
  - (b) Rights of the Registered Owner set forth in Section II of this Deed; and
  - (c) Easements, rights and privileges over along and through each Unit equivalent to those set forth in sub-clauses (b), (c) and (d) of Clause I of Section III.
2. Subject always to the rights of the Registered Owner under this Deed and the provisions of this Deed the Manager shall have full right and authority to control and manage all the Common Areas and Facilities provided the same shall not be in conflict with this Deed and the House Rules.

#### **SECTION V**

##### **COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS**

1.
  - (a) Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Development owned by him and shall indemnify the other Owners from and against all liability therefor.
  - (b) The Government rent in respect of the Lot from the date of this Deed payable under

the Government Lease shall be borne and paid by the Owners pro rata according to the number of Undivided Shares as set out in the First Schedule hereto and the Manager shall collect the same from the Owners as part of the monthly Management Expenses in the manner hereinafter more particularly specified and pay the said Government rent to the Government for and on behalf of the Owners Provided that if separate assessments of the Government rent in respect of the Lot shall be made by the Government for the respective Units, each Owner shall promptly discharge and pay the same on his own and shall indemnify the other Owners from and against all liabilities therefor.

2. Each Owner shall pay to the Manager on the due date his due proportion of the Manager's Fee and the Management Expenses payable by such Owner as herein provided.
3. No Owner shall make any structural alteration to any part of the Development owned by him whether in separate or common occupation nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot not being equipment or apparatus for his exclusive use and benefit. Nothing herein contained shall prevent any Owner from taking legal action against another Owner in this respect.
4. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Lease or whereby any insurance on the Development or any part thereof 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 Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
5. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Development.
6. No Owner shall do or permit or suffer to be done and each Owner will take all possible steps to prevent by his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and the maintenance of the Development.
7.
  - (a) No Owner (including the Registered Owner) shall have the right to convert any part of the Common Areas and Facilities to his own use or for his own benefit unless approved by the Manager. Any payment received for the approval shall be credited to the Special Fund referred to in Clause E9 of Section VI.
  - (b) No Owner (including the Registered Owner) shall have the right to convert or designate any of his own areas to be Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the Registered Owner) shall have and the Manager shall not have the right to re-convert or re-designate the Common Areas and Facilities to his or his own use or benefit.

8. No part of the Common Areas and Facilities shall be obstructed or incumbered nor shall any refuse matter or other things be placed or left thereon nor shall any part of such Common Areas and Facilities be used for any business or private purpose and no Owner shall do or suffer or permit to be done anything in such Common Areas and Facilities as may be or become a nuisance or cause annoyance to any other Owners or occupiers of any other part of the Development.
9. No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being of the Development.
10. (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Lease, the occupation permit, this Deed and any applicable Building Regulations or other ordinance and regulations or other permit consent requirements from time to time applicable thereto.
- (b) No Owner shall use or cause or permit any Unit to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Tai Chai (打齋)" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.
11. (a) All Residential Units shall be used for private residential purposes only and in particular shall not be used for any form of commercial letting or occupancy in bed spaces or cubicles or as a hotel guest house or boarding house whether of a permanent or temporary nature.
- (b) No Yard shall be used for residential purposes and no structure or partitioning shall be erected thereon without the prior consent in writing of the Manager.
- (c) No Car Park shall be used other than for the purpose of parking private motor vehicles licensed under the Road Traffic Ordinance belonging to the residents of the Development and their bona fide visitors or invitees. The Car Park shall not be used for the storage of motor vehicles or other articles, goods or things and no structure or partitioning shall be erected thereon without the prior consent in writing of the Manager.
12. No Owner shall store or permit to be stored in any Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating and not in breach of any laws, ordinance or regulations imposed by the relevant Government Authority.
13. No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, and/or cable television system (if any), fixtures or any other installation within any portion of the roofs or flat roofs or external surfaces provided in the Development as part of the Common Areas and Facilities.

14. No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) installed by the Registered Owner or the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Unit or Development.
15. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the Residential Unit other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his part of the Development in good repair and condition.
16. (a) No Owner shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, mobile phone antenna, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Unit or any part of the Development or be projected from the Development or any part thereof and which extends outside any part of the Development except with the written consent of the Manager who may in its discretion impose conditions to the consent.
- (b) No Owner shall exhibit, display or allow or suffer to be exhibited or displayed on the external parts of any building or structure erected or to be erected on the Lot any bill, notice, placard, poster, sign or advertisement whatsoever.
17. No Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion) erect or build or suffer to be erected or built on or upon the roof, flat roof, garden, terrace, balcony or external walls forming part of his Unit or the Yard or the Development any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to enter (including the offending Owner's part of the Development) and remove from such roof, flat roof, garden, terrace, balcony, external walls or any part of the Unit such structure at the cost of the offending Owner and to erect thereon scaffolding and other equipment necessary for repairing and maintaining the plumbing facilities, the external walls and windows of the Development.
18. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Development may be clogged or efficient working thereof may be impaired.
19. Each Owner shall not use water closets and other water apparatus in the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused.
20. (a) No Owner shall make or cause or permit any disturbing noise in his part of the Development or do or cause or permit anything to be done which will interfere with the rights, comfort and convenience of other occupants of the Development.

- (b) No Owner shall permit the playing of mahjong or musical instrument in his part of the Development between 11:00 p.m. to 9:00 a.m. so as to cause disturbance to other owners or occupiers of the Development.

21. No live poultry bird dog cat or other animal shall be kept or harboured in any part of the Development if the same has been the cause of complaint reasonably made by not less than three Owners of the Residential Units or in the opinion of the Manager, such live poultry bird dog cat or animal is causing a nuisance or disturbance to other owners or occupiers of the Development.

22. Subject to the rights of the Registered Owner under this Deed, no Owner (except the Registered Owner) shall paint the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Development (including any part owned by him) without the prior consent in writing of the Manager.

23. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

24. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.

25. No Owner shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein.

26. No Owner shall interfere with, damage or cut any tree growing on the Lot and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests or visitors.

27. Each Owner shall maintain in good repair and condition that part of the Development owned by him to the satisfaction of the Manager and in such a manner as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Development.

28. No Owner shall have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the machine rooms, public lighting, transformer rooms, switch room, emergency generator room, pump rooms, or any of the common facilities of the Development without the previous written consent of the Manager.

29. Each Owner shall be responsible for and shall indemnify all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act, omission, or

negligence of such Owner or any occupier of any part of the Development owned by him or any person using such part of the Development with his consent expressed or implied or by or through or in any way owing to the overflow of water therefrom.

30. Each Owner shall be responsible to the other Owners for the time being for the acts and omissions of their tenants and all persons occupying with his consent expressed or implied any part or parts of the Development owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair such costs, charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Development for which the Manager is not responsible to repair or make good, such costs, charges recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

31. Every Owner shall keep the roof, flat roof, yard, garden, lawn or terrace forming part of his Unit in good, clean and tidy state and condition.

32. Every Owner shall not install or affix or allow or permit or suffer to be installed or affixed outside any Unit or on any part of the Common Areas and Facilities any tablet for the worship of gods or spirits or burn candlesticks, joss sticks or anything for the worship of gods or spirits.

33. No clothing or laundry may be hung outside the Development other than in the spaces specifically provided therefor and no drying facilities shall be permitted to protrude beyond the outer face of the Development.

34. Save and except as herein provided each Owner may at his own expense install in the part of the Development owned by him such additions, improvements, fixtures, fittings and decoration and/or remove the same PROVIDED HOWEVER THAT no such installation or removal shall cause any structural damage or interfere with the enjoyment of any other part of the Development.

35. Every Owner shall observe and comply with all terms and provisions of the Government Lease, this Deed and House Rule so long as he remains as owner of an Undivided Share.

36. (a) The Owners shall at their own expense in the proportion of the number of Undivided Shares allotted to their respective Units maintain and carry out all works in respect of the slope structures in accordance with the "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the maintenance manual for the slope structures (if any).

(b) The Registered Owner shall, if there exist any slope structures, deposit a full set of the maintenance manual for the slope structures at the management office within one month from the date of this Deed. The maintenance manual for the slope structures shall be available for inspection by the Owners free of charge during the normal office hours of the Manager and the taking of copies by the Owners upon request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund referred to in Clause E9 of Section VI.

## SECTION VI

### MANAGEMENT OF THE DEVELOPMENT

#### A. General

1. Subject to the provisions of the Building Management Ordinance (Cap.344) the management, operation, servicing, renovation, improvement, security and insurance of the Lot and the Development shall be undertaken by the Manager and in accordance with the Government Lease from the date of this Deed and each Owner hereby appoints the Manager irrevocably as agent for and on behalf of all Owners to enforce the provisions of this Deed concerning the Common Areas and Facilities. The Manager's rights and duties to manage the Development shall not include effecting any improvements to facilities or services which involves expenditure in excess of 10% of the current annual management budget of the Development except with the prior approval of the Owners' Committee or Owners' Corporation if formed. Prior to formation of the Owners' Committee or Owners' Corporation, no such approval be required.
  
2. The first Manager shall be [ ] Management Limited for the term not exceeding two (2) years from the date of this Deed and thereafter until it is removed by a resolution of the Owners of not less than 50% of all Undivided Shares (excluding the Undivided Shares of the Common Areas and Facilities) being passed giving the Manager 3 months' prior notice through the Owners' Committee to terminate its service or, in lieu of notice, the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period; or until the Manager resigns by giving the Owners' Committee 3 months' prior notice to terminate its service. In the event that the Manager is removed or resigns, then a new Manager shall be appointed in its place by the Owners in the manner hereinafter described. For the purposes of this Clause 2, only the Owners of Undivided Shares who pay or who are liable to pay the Management Expenses relating to those Undivided Shares shall be entitled to vote; and the reference in this Clause 2 to "the Owners of not less than 50% of all Undivided Shares" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares who are entitled to vote (excluding the Undivided Shares of the Common Areas and Facilities).
  
3. Unless otherwise provided in the Government Lease, in the event of the Manager giving notice of resignation as hereinbefore provided or in the event of the termination of the appointment of the Manager in the preceding Clause 2, then another manager shall be appointed by the Owners' Committee in accordance with the provisions of Clause 3 of Sub-Section A of Section VII of this Deed and on such manager being appointed he shall on the expiration of the notice given by the Manager or the Owners' Committee thereupon and henceforth become vested with all powers and duties of the Manager hereunder and it is hereby declared and agreed that at no time shall the Lot and the Development be without a responsible duly appointed Manager to manage the Lot and the Development. If the Owners' Committee shall have failed or refused to elect or appoint a manager as aforesaid the

Registered Owner shall have power to appoint a manager instead and such appointment shall have effect as if such appointment were made by the Owners of the Development and shall be binding on them. Such appointment by the Registered Owner shall be for a period of 6 months and thereafter until such manager is removed or resigns in the manner as described in the preceding Clause 2 Provided That no notice is to be given by either party which takes effect before the expiry of the said initial period of 6 months.

4. The Manager shall be bound by and shall observe and perform all of the provisions of the Government Lease and the duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.
5. The obligations of the Manager to provide management in respect of the Development shall commence from the date of this Deed.
6. The Undivided Shares of the Common Areas and Facilities shall be assigned to the Manager as trustee for all Owners, free of costs or consideration. The Manager shall assign the said Undivided Shares free of costs or consideration to its successor as manager on termination of its appointment to the Owners' Corporation (when formed), if so required by it.
7. Each Owner hereby appoints the Manager as agent to enforce the provisions of this Deed.

**B. Powers and duties of the Manager**

1. The Manager shall manage the Lot and the Development in a proper manner and in accordance with the provisions of this Deed. The Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Lot and the Development. Without in any way limiting the generality of the foregoing the Manager shall perform the following duties :-
  - (1) To carry out and ensure the satisfactory completion of work necessary to maintain any and every part of the Development and all Common Areas and Facilities so as to ensure that the same are maintained in a good, clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.
  - (2) To ensure that all Owners or occupiers maintain their Units in a satisfactory manner and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary repairs maintenance and to take all necessary steps to recover the cost therefor from the defaulting Owner or occupiers.
  - (3) To paint white-wash tile or otherwise treat as may be appropriate the external walls of the Development and all the Common Areas and Facilities at such intervals as the same may be reasonably required to be done.

- (4) To replace any broken glass in all the Common Areas and Facilities.
- (5) To keep all the Common Areas and Facilities well lighted and in a clean sanitary and tidy condition.
- (6) To keep in good order and repair the ventilation of the Common Areas and Facilities.
- (7) To maintain the Common Area and Facilities in good condition and workable order and to regulate and enforce their use by the residents of the Development and their bona fide guests and visitors in accordance with the House Rules.
- (8) To prevent any decaying, noisome, noxious, excrementitious or other refuse matter from being deposited on the Development or any part thereof and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to provide and maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department.
- (9) To prevent the obstruction of all the Common Areas and Facilities and to remove any article or thing causing the obstruction.
- (10) To prevent obstruction of any of the Access Road and to keep the Access Road at all times in good repair and condition.
- (11) To keep all the common sewers, drains, watercourses and pipes free and clear from obstructions.
- (12) To keep all plant, machinery and equipment, including but without limiting the generality of the foregoing, all lighting equipment, water systems, public address systems (if any) fire fighting equipment, sprinkling systems, in good condition and working order and in accordance with any laws and regulations applicable thereto, and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any plant, machinery or equipment.
- (13) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of the public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in under over or adjacent to the Lot or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage.
- (14) To remove any structure, installation, signboard, sunshade, bracket, fitting

obstruction, device aerial or other things in or on the Development (including any roof and/or upper roof and/or flat roofs) which is illegal, unauthorised or which contravenes the terms of the Government Lease or this Deed and/or without the written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same) and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.

- (15) To maintain fire fighting equipment and fire alarms and other fire services installations (if any required by Government) and to comply with all requirements of the Fire Services Department and so far as may be possible, to maintain the Development safe from fire hazards at all times.
- (16) To provide a security force, watchmen, porters caretakers and such other staff as shall be determined by the Manager in its absolute discretion and to provide and maintain security installations including closed circuit TV systems and burglar alarms and so far as may be possible, to maintain security in the Lot and the Development at all times.
- (17) To maintain operate and contract for the maintenance and operation of the wireless and/or communal radio or television aerial or cable television system (if any) which serve the Development.
- (18) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof.
- (19) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining, repairing, replacing and improving the Common Areas and Facilities and all facilities and services in or on the Development for the better enjoyment or use of the Development and commonly used or enjoyed by its Owners occupiers and their licensees.
- (20) To appoint solicitors with authority to accept service on behalf of the Owners of all legal proceedings relating to the Development or any part thereof and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provisions amending or in substitution for the same).
- (21) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Lot and the Development and the performance of the Manager's powers and duties hereunder and to recruit employ and dismiss such

workmen, servants, watchmen, caretakers and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.

- (22) To prevent (by legal action if necessary) any person including an owner occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed any parts of the Common Areas and Facilities.
- (23) To take all steps necessary or expedient for complying with the Government Lease and any statutory or governmental requirements concerning or relating to the Development for which no Owner, tenant or occupier of the Development is solely and directly responsible.
- (24) To prevent (by legal action if necessary) and to take action to remedy any breach by any Owner or other person of any provisions of the Government Lease or this Deed.
- (25) To prevent any person detrimentally altering or damaging any part of the Development or any of the equipment, apparatus, services or facilities thereof.
- (26) To prevent any person from overloading the floors of the Development or any part or parts thereof.
- (27) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development.
- (28) To demand collect and receive all amounts payable by Owners under the provisions of this Deed.
- (29) To pay and discharge out of all monies so collected all outgoings relating to the management of the Development or incurred by the Manager hereunder.
- (30) To insure and keep insured the Common Areas and Facilities or any part thereof to their full new reinstatement value against loss or damage by fire and such other risks or perils and in such amounts as the Manager shall in its absolute discretion think fit and to effect public and/or occupiers' and/or employees' liability insurance and workmen's compensation liability insurance and insurances against other liabilities in such amounts as the Manager shall in its absolute discretion think fit, such insurances to be in the name of the Manager for and on behalf of itself as Manager and the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force.
- (31) To keep proper accounts of all expenditure incurred by and of all payments

made to the Manager in respect of carrying out its duties hereunder and to permit each Owner or its authorised agent upon giving prior written notice to the Manager to inspect such accounts and to take extracts therefrom subject to payment of a reasonable handling charge to the Manager.

- (32) To have the sole right to represent all the Owners in all matters and dealings with Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Lot and the Development as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings.
- (33) To commence, conduct, carry on and defend legal and other proceedings touching or concerning the Development or the management thereof all in the name of the Manager.
- (34) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed and the House Rules made hereunder and to take action including the commencement and conduct of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- (35) To grant or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management of the Lot and the Development.
- (36) To make, revoke or amend House Rules as hereinafter provided with the approval of the Owners' Committee or the Owners' Corporation, if formed, but must not be inconsistent with this Deed.
- (37) To post the unit number of any Owner in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach at a prominent place within the Development.
- (38) To engage qualified personnel to inspect or carry out a structural survey of the Development or any part thereof including the drains and channels within or outside the Lot serving the Development as and when the Owners' Committee if formed deems necessary or desirable.
- (39) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole.
- (40) To remove any hawker carrying on business in the Development and to display notices to the effect that hawking is prohibited in the Development prominently near all entrances to the Development.

- (41) To remove any live poultry bird dog cat or animal from the Development if, in the opinion of the Manager, such live poultry bird or animal is causing a nuisance or disturbance to other Owners or occupiers of the Development.
- (42) To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.
- (43) To ban vehicles or any particular category of vehicles from the Lot or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS THAT the right of the Owners of the Car Park to the proper use and enjoyment of such Car Park in accordance with the provisions of the Government Lease and this Deed shall not be affected.
- (44) To remove and impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof.
- (45) To impose charges for any such removal and impoundment as mentioned in the last preceding clause and to exercise a lien on the vehicle concerned for such charges.
- (46) To enter into contracts and to engage appoint employ, remunerate and dismiss agents, contractors, or sub-managers, who may include professional property management companies, to carry out certain aspects of the management works of the Development but the Manager shall not transfer or assign his rights or obligations under this Deed to any such persons and such persons must be answerable to the Manager;
- (47) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services for the Development PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions :-
  - (i) the term of the contract will not exceed 3 years;
  - (ii) the right to be granted under the contract must be non-exclusive and must provide 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 service.

- (48) To do all such other things as are reasonably incidental to the good and efficient management of the Lot and the Development in accordance with the Government Lease or this Deed or for the common benefit of the Owners.
2. The Manager shall have power to make revoke and amend from time to time the House Rules relating to any matter or thing which the Manager is empowered to do pursuant to this Deed PROVIDED THAT such power shall only be exercisable with the approval of the Owners' Committee once in being. Such House Rules :-
- (a) shall regulate the use, occupation, maintenance and environmental control of the Development in particular, the Common Areas and Facilities and any other common facilities, services or amenities thereof and the conduct of persons occupying, using or visiting the same, and
- (b) shall be binding on all the Owners of the Development and their tenants, licensees, servants or agents provided that such House Rules shall not contravene or contradict the terms of this Deed. A copy of the House Rules from time to time in force shall be posted on the public notice board in the Development and a copy thereof shall be supplied to each Owner on request upon payment of a reasonable charge to cover the cost of copying the same.
3. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.
4. Subject to the provisions of this Deed neither the Manager nor any servant agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or wilful acts or negligence and the Owners shall fully and effectually indemnify the Manager, its servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of
- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development, or

(d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or

(e) theft, burglary or robbery within the Development;

UNLESS it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its servants, agents or contractors involving criminal liability or dishonesty or negligence and PROVIDED THAT the management contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

5. The Manager shall have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner or any person occupying any part of the Development through, under or with the consent of any such Owner of the covenants, conditions and provisions of this Deed and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 2 of Sub-Section F of this Section shall apply to all such proceedings.
6. The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit for the purposes of effecting necessary repair, replacement, maintenance and cleaning to any part or parts of the Development or the Common Areas and Facilities or abating any hazard or nuisance which does or may affect the Common Areas and Facilities or for the exercise and carrying out of any of its powers under the provisions of this Deed PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at its own costs and expenses and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights.
7. The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed in respect of any matter concerning the Common Areas and Facilities.

C. Manager's Fee

1. The Manager's Fee being the monthly remuneration of the Manager shall be such an amount not exceeding 10% of the total monthly Management Expenses necessarily and properly incurred in the good and efficient management of the Lot and the Development PROVIDED ALWAYS THAT such percentage can be increased by a resolution passed at any meeting of the Owners or the Owners' Committee (or the Owners' Corporation, if formed). For the purpose of calculating the Manager's Fee, the Management Expenses incurred shall exclude the Manager's Fee itself and any

capital expenditure PROVIDED THAT the Owners' Committee (or the Owner's Corporation, if formed) may be empowered to decide to include, at its own discretion, any capital expenditure for calculating the Manager's Fee at the rate applicable under this clause or at such lower rate as the Owners' Committee (or the Owners' Corporation, if formed) may consider appropriate. "Capital expenditure" shall mean expenditure of a kind not incurred annually.

2. The Manager's Fee as aforesaid shall not be subject to any requirement by the Manager to disburse or provide from such money any staff, equipment, facilities, accountancy services or other professional supervision the cost for which shall be a direct charge upon the Management Fund.
3. Each Owner shall pay the Manager's Fee to the Manager in advance on the first day of each month.

D. Management Budgets and Management Expenses

1. The Manager shall prepare budget showing the total management expenditure of the Development for the ensuing year in consultation with the Owners' Committee except the first year :-
2. The Management Expenses shall cover all general expenditure to be expended for the benefit of all Owners as essential or required for the good and efficient management cleansing security and maintenance of the Development as a whole and for the provision of facilities common to the Development including but without prejudice to the generality of the foregoing :-
  - (a) Subject to Clause 2(b) of Section V of this Deed, all sums payable under the Government Lease as from the date of this Deed.
  - (b) The cost of carrying out all or any of the duties of the Manager set out in Sub-Section B of Section VI hereof.
  - (c) The cost of purchasing or hiring all necessary plant equipment and machinery for the use and benefit of the Development.
  - (d) The maintenance, operation, repair and cleansing of all Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Common Areas and Facilities.
  - (e) All reasonable professional fees and costs incurred by the Manager including :-
    - (i) fees and costs of surveyors, valuers, architects, landscape architects or consultants, engineers, consultants and other persons employed in connection with the management, maintenance and improvement of the Development; and

- (ii) solicitors and other legal fees and costs.
- (f) All water, gas, electricity, telephone and other service charges for the Common Areas and Facilities.
- (g) The cost of all fuel and oil incurred in connection with the operation of the plant, equipment and machinery provided by the Manager for the benefit of the Development or any part thereof.
- (h) The cost of providing and operating emergency generators and the cost of providing emergency lighting of the Development.
- (i) The cost of effecting insurance in respect of or in connection with the management of the Common Areas and Facilities and in particular against loss or damage by fire and/or such other perils and risks and against third party, or public and/or occupiers liability or employees' compensation risks or any other insurance policy considered necessary by the Manager.
- (j) All charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the Common Areas and Facilities.
- (k) Telephone charges in respect of telephone or telephones installed for the proper management of the Development.
- (l) The costs of fitting out uniforms for the security force, watchmen, porters and caretakers and replacement of the same.
- (m) Workmen's compensation, long service payment, severance payment and medical insurance of the security force, watchmen, porters and caretakers.
- (n) Rates and government rent for the office of the Manager.
- (o) Air-conditioning charges (if any) of the office of the Manager.
- (q) Water consumption and electricity charges of the office of the Manager.
- (q) Telephone charges in respect of telephone or telephones installed in the office of the Manager incurred by the Manager in connection with the management of the Development.
- (r) Furniture, fixtures, fittings and other appliances in the office of the Manager.
- (s) Postage, stationery, printing and other sundry items incurred by the Manager in connection with the management of the Development.
- (t) Auditor's fee.
- (u) Secretarial and accounting charges in connection with the management of the

Development.

- (v) Salaries and bonuses (if any) of executives, clerical staff, security force, watchmen, porters and caretakers employed in connection with the management of the Development exclusive of the Manager's Fee.
  - (w) Workmen's compensation, long service payment, severance payment and medical insurance of the executives and clerical staff employed in connection with the management of the Development.
  - (x) The costs for providing and maintaining satellite television services or other similar services to the Development.
  - (y) The cost of repairing and maintaining all roads slopes footbridges retaining walls and other structures on outside or adjacent to the Lot or forming part of the Development including but not limited to the slope structures, if any, the maintenance of which is the liability of the grantee under the Government Lease and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the maintenance manual for the slope structures.
  - (z) Any other items of expenditure which are in the absolute discretion of the Manager considered to be necessary for the administration of the Development and for the benefit of the Owners.
3. The Management Expenses shall not include any sum attributable or relating to the cost of completing the construction of the Development or any part thereof including but without limiting the generality of the foregoing the cost of constructing any additional buildings and installing any equipment, apparatus or services other than those deemed essential and necessary by the Manager for the management of the Development or the laying out of roads on or over the Lot or the Development all of which sums shall be borne solely by the Registered Owner.
4. The Manager in consultation with the Owners' Committee if formed shall subject to the provisions of the Seventh Schedule to the Building Management Ordinance (Cap.344) have the right to revise any of the budgets hereinbefore referred to from time to time.
5. The provisions of the Seventh Schedule to the Building Management Ordinance (Cap.344) shall apply to, and the Manager shall observe and comply with all such provisions with respect to each draft budget, annual budget or revised annual budget prepared by the Manager hereunder. Without prejudice to the generality of the foregoing, each budget shall be made available for inspection in the office of the Manager and any Owner or his duly authorised representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same.

E. Payment and apportionment of Management Expenses and Special Fund

1. Each Owner (including the Registered Owner) shall be personally liable to contribute towards the Management Expenses whether or not his Unit or Units are vacant or occupied and whether or not such Unit or Units have been let or leased to a tenant or is occupied by the Owner himself or any other person PROVIDED ALWAYS THAT no Owner may be called upon to pay more than his fair share.
2. Subject as hereafter provided in this Clause, the amount of the monthly or other contributions payable by each Owner to the relevant annual budget shall be specified by the Manager from time to time in accordance with the following principles and such contributions shall be paid by the Owner of each Unit in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the budget mentioned in Clause D(1) of Section VI (hereinafter called "the Advance Payment") which due proportion shall be the same proportion as the number of Management Units allocated to his Unit bears to the total number of Management Units allocated to all the Units as specified in the Second Schedule hereto

PROVIDED ALWAYS THAT :

- (a) where at any time any budgets prepared by the Manager are revised (as provided in Clause 4 of Sub-Section D of this Section VI) there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Expenses in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Expenses payable by that Owner in accordance with the revised budget divided by the number of complete months from the date of such revised budget to the end of the then current financial year;
- (b) on the first day of the month immediately following the close of any financial year and on the first day of each subsequent month before the budget for the then financial year shall have been prepared there shall be paid on account an amount equal to the Advance Payment payable by that Owner for the last month of the preceding financial year;
- (c) there shall be added to or deducted from (as the case may be) the Advance Payment payable on the first day of the month immediately following the preparation of the budget in respect of the current financial year;
  - (i) the difference, if any, between the total amount of the Advance Payments actually paid in respect of the previous months of that financial year and the total amount paid on account as hereinbefore provided; and
  - (ii) the difference, if any, between the total Management Expenses in respect of the preceding financial year payable by that Owner and the total Advance

Payments made by that Owner in respect of the preceding financial year.

If after making the adjustments as aforesaid, there is a balance due by an Owner to the Manager, the same shall be carried forward and paid with the next Advance Payment payable by that Owner PROVIDED ALWAYS THAT where the Manager acquires shares in the Lot and the Development pursuant to Clause 1 of Section VIII hereof reference to "Owner" in this Clause 2 shall be deemed to exclude the Manager.

3. (a) If the Manager is of the opinion that the receipts budgeted for the then current financial year are insufficient to cover all expenditure required to be incurred in that accounting year, the Manager may subject to prior consultation with the Owners' Committee (if formed) prepare a revised budget and may determine additional contributions payable by each Owner which may be rendered necessary by the adoption of such revised budget and may exercise all the powers conferred by this Section VI in respect of such additional contributions. The Manager may recoup such deficiency by increased monthly instalments save that in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall see fit to require. Revision of budget shall not take effect until after 3 months following the effective date of the budget for the then current accounting year.
- (b) In the event of a surplus of income over expenditure for an accounting year, the surplus shall be treated as an income for the following accounting year.
4. Each first Owner shall, prior to being given possession of the Unit purchased by him, deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equivalent to three months' Management Expenses for the said Unit PROVIDED THAT such sum shall not be more than 25% of the first year budgeted management expenses of such Unit. Subject to Sub-Section H of this Section VI, such deposit received by the Manager shall be kept in an interest bearing account of a licensed bank and the interest derived therefrom shall be credited to the Management Fund and treated as income for the accounting year in which the interest accrues and shall not be set off against any payment under this Deed by any Owner.
5. Each first Owner shall prior to being given possession of the Unit purchased by him pay to the Manager the first of the monthly Management Expenses for his Unit from the date of the assignment of his Unit or a due proportion thereof if the said date is not the first day of a month.
6. Subject to Sub-Section H of this Section VI, each first Owner shall, prior to being given possession of the Unit purchased by him, pay to the Manager a sum of \$10,000.00 as his initial contribution to the Special Fund referred to in Clause 9 of this Sub-Section E.
7. Each first Owner shall prior to being given possession of the Unit purchased by him pay to the Manager a sum equivalent to three months' Management Expenses for the

Unit for defraying the initial outgoings and expenses of the Development (including but not limited to expenses for setting up and subsequent dismantle of a refuse collection point and costs for removal of debris therefrom during fitting out or decoration period) which sum shall not be refundable. Any monies not used for debris/decoration are to be paid into the Special Fund referred to in Clause 9 of this Sub-Section E.

8. Each first Owner shall prior to being given possession of the Unit purchased by him pay to the Registered Owner the whole or a due proportion of the deposits of water meters, electricity etc. for his Unit or for the Common Areas and Facilities on part thereof which may have been paid by the Registered Owner.
9.
  - (a) The Manager shall establish and keep a special fund for the Development (hereinafter called "the Special Fund") to meet expenditure of a capital or non-recurring nature and provisions for contingencies and future deficits. The Manager shall make special reference to the Special Fund in the annual accounts of the Development and to the time of any likely need to draw on the Special Fund and shall recommend and request the Owners to approve of any further contribution to the Special Fund in the Annual General Meeting of the Owners. It is hereby agreed and declared that the Special Fund shall be a trust fund managed by the Manager, but all sums in such fund shall be the property of the Owners and that 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 made and that 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.
  - (b) The Manager shall be deemed to be a trustee on behalf of the Owners in respect of the Special Fund and unless otherwise determined by the Owners' Committee (if formed) must deposit the Special Fund in interest bearing accounts of a licensed bank in the name of the Special Fund. The interest so earned shall be credited to the Management Fund and treated as income for the accounting year in which the interest is received.
  - (c) The Special Fund shall be kept separate and apart from the Management Fund in the books of accounts.
  - (d) The Annual General Meeting of the Owners shall decide the amounts to be contributed, if any, by the Owners to the Special Fund for the ensuing year.
  - (e) Subject to sub-clause (a) of this Clause 9 the Manager shall give to the Owners at least one month's notice of the intended use of the Special Fund together with information on the amount and the purpose for which such fund shall be used.
10. Subject to Sub-Section H of this Section VI, the Registered Owner shall make the

payments under Clauses 4, 7 and 9 of this Sub-Section E if he remains the Owner of Undivided Shares allocated to the Units which remain unsold 3 months after the date hereof. All outgoings including management fees up to and inclusive of the date of assignment of the Units shall be paid by the Registered Owner.

F. Recovery of Management Expenses and Interest Thereon

1. If any Owner shall fail to pay any amount payable hereunder within 30 days of the day on which the same shall fall due he shall further pay to the Manager :-
  - (a) interest calculated at the rate of 2% above the best lending rate per annum quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time for each period of 30 days or part thereof for which it remains unpaid, and
  - (b) a collection charge of not exceeding 10% of the amount due or such lesser sum as the Manager may agree to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.
2. All amounts which may be or become payable by any Owner in accordance with the provisions of this Deed and all other expenses incurred in or in connection with recovering or attempting to recover the same and all damages claimed for breach of any of the provisions of this Deed shall be recoverable by civil action at the suit of the Manager. The claim in any such action may also include a claim for the solicitor and own client's costs of the Manager and the defaulting Owner or occupier shall in addition to the amount claimed in such action be liable for such cost.
3. The Manager shall further have power to commence proceedings for the purposes of enforcing the observance and performance by any Owner of any Unit or portion of the Development of the covenants conditions and provisions of this Deed and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 2 of this Sub-Section shall apply to all such proceedings.
4. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the provisions of this Deed within 30 days of the date on which the same becomes payable, the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 2 of this Sub-Section and in registering the charge hereinafter referred to, shall stand charged on the Undivided Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the Unit held therewith and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been

obtained for the amount thereof provided such judgment has not been satisfied.

5. Any charges registered in accordance with the last preceding clause shall be enforceable as an equitable charge by action at the suit of the Manager for an Order for the sale of the Undivided Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of his Unit held therewith and the provisions of Clause 2 of this Sub-Section shall apply equally to any such action.
6. In any action or proceedings under this Deed, the Manager shall conclusively be deemed to be acting as the agent of all the Owners as a whole other than the defaulting Owner and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

G. Application of monies received by the Manager

1. Subject to Section VIII hereof all insurance moneys, compensation received or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Development shall be expended by the Manager in the repair, redevelopment or reinstatement of that part of the Development or shall form part of the Management Fund as determined by the Manager upon approval of the Owners' Committee (if formed).
2. All moneys paid to the Manager by way of interest and collection charges shall form part of the Special Fund and be applied towards the Management Expenses of the Development in such manner as the Manager may from time to time decide.

H. Owner's Interest in Management Fund

Any person ceasing to be an Owner of any Undivided Shares in the Development shall in respect of the Undivided Shares of which he ceased to be the Owner thereupon cease to have any interest in the Management Fund held by the Manager including the Special Fund and the deposit paid under Clauses 4, 6 and 9 of Sub-Section E of this Section to the intent that the Management Fund shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Development PROVIDED THAT any such deposit may be transferred into the name of the new Owner of such Undivided Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner and PROVIDED FURTHER THAT (1) upon expiration or determination of any term of service of the Manager, the Manager shall transfer all Management Fund to the new Manager or the Owners' Committee and (2) upon the Lot reverting to the Government and no renewal of the Government Leases or further Government Leases being obtainable or upon the rights privileges obligations and covenants being extinguished as provided in Section VIII hereof, the balance of the said Management Fund shall be divided proportionately between the Owners of the Undivided Shares immediately prior to such reversion or extinguishment in proportion to their monthly contributions in accordance with the Management Units as set out in the Second Schedule

hereto.

I. Management Records and Accounts

1. The financial year for the purpose of management of the Development shall commence from the date of this Deed and shall terminate on the 31st day of December of that year or of the following year (whichever shall first applicable) but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of the following year PROVIDED ALWAYS THAT the Manager shall have the right to change the financial year upon giving 6 months' notice in writing to the Owners but only once in every five years except with the prior approval of the Owners' Committee (if formed).
2. The Manager shall be deemed to be a trustee for and on behalf of the Owners in respect of all monies and deposits received on their behalf and unless otherwise authorised by the Owners' Committee (if formed) must pay these monies into a specially designated interest bearing account (whenever the same is available) in respect of the Development at a licensed bank. The Manager may retain a reasonable amount to cover day-to-day expenditure but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if formed). The retention of such a reasonable amount of money 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 formed).
3. The Manager shall keep a true and proper records and accounts of all monies received in the exercise of its powers and duties hereunder and all expenditure thereof. All bills, invoices, vouchers, receipts and other documents referred to in these records and accounts shall be kept for at least 6 years.
4. Within 1 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 in respect of that period and shall display a copy of it in a prominent place in the Development.
5. Within 2 months after the end of each financial year the Manager shall prepare annual accounts and balance sheet for that year which accounts will contain a set of accounts for the entire management of the Lot and the Development and will be audited and certified by, subject to Clause 8 of this Sub-Section, an independent auditor appointed by the Owners at an Annual General Meeting as providing an accurate summary of all items of income and expenditure during that preceding financial year.
6. The Owners shall have the right to inspect the annual accounts and balance sheet prepared by the Manager aforesaid and to take copies on payment of reasonable copying charges upon reasonable notice to the Manager.

7. The Manager shall have the power to revise the annual budget at any time as hereinbefore provided. In the event that the annual budgets are revised the Manager shall prepare and send to the Owners thereby affected a revised Manager's statement showing the revised figures for the then current year and the revised monthly contributions to be made by each Owner in the then remaining part of the then current financial year.
8. If no auditor has been appointed by the Owners pursuant to Clause 5 of this Sub-Section the Manager shall appoint a firm of certified Public Accountants to audit and certify the accounts referred to in the said Clause 5.
9.
  - (a) Nothing herein contained shall affect the right of any Owner to claim an indemnity or contribution from any other Owner or person in respect of any payment for any work or thing requiring or having to be done as a result of or in consequence of the act omission neglect or default of such other Owner or person or some other persons for whom such Owner or person is legally responsible.
  - (b) The power of enforcement of covenants terms and conditions conferred by this Deed on the Manager shall be in addition to and not exclusive of the rights of any Owner to take such action as he may think fit to enforce the covenants, terms and conditions of this Deed.
10. If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends :-
  - (a) prepare :-
    - (i) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ended; and
    - (ii) a balance sheet as at the date his 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 formed) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager;
  - (b) deliver to the Owners' Committee (if formed) or the manager appointed in his place any books or records of account, papers, documents and other records in respect of the control, management and administration of the Development and all chattels and properties of the Owners Committee or the Owners' Corporation (if formed) that are under his control or in his custody or possession; and
  - (c) assign the Undivided Shares allocated to the Common Areas and Facilities free

of costs or consideration to the manager appointed in his place or to the Owners' Corporation, when formed, if so required by it, who shall hold such Undivided Shares on trust for the benefit of all the Owners.

## **SECTION VII**

### **A. Owners' Committee**

1. (a) There shall be an Owners' Committee of the Development consisting of two (2) members or such number of members as the Owners may from time to time by resolution at a meeting of the Owners decide.
- (b) A meeting of the Owners' Committee may be convened at any time by the Chairman or any member of the Owners' Committee.
- (c) Notice of a meeting of the Owners' Committee shall be served by the person or persons convening the meeting upon each member of the Owners' Committee at least 7 days before the date of the meeting and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed.
- (d) Service of a notice required to be served under paragraph (c) may be effected :-
  - (i) personally upon the member of the Owners' Committee; or
  - (ii) by post addressed to the member of the Owners' Committee at his last known address; or
  - (iii) by leaving the notice at the member's Unit or depositing the notice in his letter box.
- (e) 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) for the time being or 2 (two) such members, whichever is the greater.
- (f) 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.
- (g) At a meeting of the Owners' Committee, each member present shall have 1 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.

- (h) Any Owner (including any one of two or more co-owners) for the time being of any Undivided Share (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be eligible for election to the Owners' Committee and, in the event of an Owner being a corporate body, any representative appointed by such Owner. 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 by notice in writing given to the Owners' Committee.
- (i) A member of the Owners' Committee may hold office until the Annual General Meeting of Owners next following his appointment or election provided that :-
  - (i) he shall nevertheless cease to hold office if :-
    - (aa) he resigns by notice in writing to the Owners' Committee;
    - (bb) he ceases to be an Owner;
    - (cc) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.
  - (ii) If at any Annual General Meeting at which an election of members of the Owners' Committee should take place, the office of the retiring members or any of them is not filled, or if in any year no Annual General Meeting is held, the members of the Owners' Committee shall continue to be in office until the next Annual General Meeting.
- (j) Retiring members of the Owners' Committee shall be eligible for re-election.
- (k) The Owners' Committee may co-opt any eligible Owner to fill any casual vacancy or as an additional member for the current term provided that the maximum number of members specified in paragraph (a) of this Clause is not exceeded.
- (l) The Owners' Committee may continue to act notwithstanding any vacancies in their number provided that the number is not reduced below 2. In the event that the number is reduced below 2, the remaining committee member may act but only for the purpose of appointing other eligible persons to be members of the Owners' Committee. If there are no committee member the Manager for the time being may appoint 2 eligible persons to be committee members.
- (m) Any one or more members of the Owners' Committee may be removed from office by resolution passed at a meeting of the Owners and by resolution and new members of the Owners' Committee may be elected in the place of those removed from office.

- (n) During such time as the Manager is acting as manager of the Development, the function of the Owners' Committee shall be limited to representing the Owners in all dealings with the Manager, giving to and receiving from the Manager notices on behalf of all the Owners, and undertaking such other duties as the Manager may, with their approval, delegate to them. Subject thereto the Owners' Committee shall be responsible for and shall have full power to undertake the management of the Development and to exercise all the powers conferred on the Manager by this Deed.
  - (o) The Owners' Committee shall have full power to make rules and bye-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or bye-law shall be contrary to or inconsistent with the provisions of this Deed.
2. (a) The Officers of the Owners' Committee shall be :-
- (i) The Chairman.
  - (ii) The Secretary.
  - (iii) Such other officers (if any) as the Owners' Committee may from time to time elect.
- (b) In the absence of the Secretary, the Chairman shall also act as the secretary to the Owners' Committee and shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.
- (c) The Officers of the Owners' Committee shall be elected by the members of the Owners' Committee amongst themselves, such election to be held at or as soon as reasonably possible after the Annual General Meeting at which the Owners' Committee is elected and at such other times as may be necessary.
- (d) All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners Committee as it may from time to time determine.
3. In the event of the Manager giving notice of resignation or in the event of the termination by the Owners of the appointment of the Manager in manner hereinbefore mentioned the Owners' Committee shall have power to and shall immediately thereafter appoint another manager in his stead.

**B. Meetings of the Owners**

1. From time to time as occasion may require there shall be meetings of the Owners for the time being of the Undivided Shares to discuss and decide matters concerning the Development and in regard to such meeting the following provisions shall apply :-

- (a) The Manager will call the first meeting, as soon as possible but not later than 9 months of the signing of this Deed, to appoint the Owners' Committee and the Chairman of the Owners' Committee or to appoint a management committee for the purpose of forming an Owner's Corporation under the Building Management Ordinance.
- (b) Thereafter a meeting other than such meeting to be known as the annual general meeting may be convened by the Manager, the Owners' Committee or Owners of not less than 5% of the Undivided Shares in aggregate.
- (c) An annual general meeting shall be held, in so far as is practicable, once in each calendar year for the purpose inter alia of electing or removing members of the Owners' Committee.
- (d) Every such meeting shall be convened by at least 14 days' notice in writing specifying the date the time and place of meeting and the matter(s) to be discussed and the resolutions (if any) that are to be proposed.
- (e) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and, subject to Clause 2(a) in Section VIII, Owners present in person or by proxy who in the aggregate are entitled to not less than 1/10th of the total number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Lot and the Development are divided shall be a quorum at any such meeting.
- (f) Subject to Clause 2(b) in Section VIII, the Chairman of the Owners' Committee shall be the chairman of the meeting. In the absence of the Chairman of the Owners' Committee, the Owners present at each meeting shall choose one of their members to be the chairman for that meeting.
- (g) The Chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (h) At a meeting of Owners :-
  - (i) Each Owner shall have 1 vote in respect of each Undivided Share that he owns;
  - (ii) The votes of Owners may be given either personally or by proxy;
  - (iii) if a share is jointly owned by 2 or more persons, the votes in respect of that share may be cast :-
    - (aa) by a proxy jointly appointed by the co-owners;
    - (bb) by 1 co-owner appointed by the others; or

- (cc) if no appointment has been made under sub-sub-paragraphs (aa) or (bb) above, then either personally or by proxy by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the share, only the vote that is cast, in person 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;
- (i) In case of any equality of votes the Chairman shall have in addition to a deliberative vote a casting vote.
- (j) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance (Cap.344) and signed by the Owner or, if the Owner is a body corporate, under the seal of that body.
- (k) The appointment of a proxy shall have no effect unless the instrument appointing the proxy is lodged with the Chairman of the Owners' Committee or the Manager or the person, as the case may be, who convened the meeting not less than 24 hours before the time for the holding of the meeting at which the proxy proposes to vote, or within such lesser time as the chairman of the meeting shall allow.
- (l) Except as hereinafter mentioned, any resolution on any matter concerning the Development passed at a validly convened meeting by a simple majority of the votes of Owners present in person or by proxy and voting shall be binding on all Owners of the Development PROVIDED THAT :-
  - (i) The notice convening the meeting shall have specified the intention to raise and/or discuss and/or propose a resolution or resolutions concerning the matter in respect of which the resolution is passed;
  - (ii) Any resolution purporting to be passed at such meeting concerning any other matter not specified in the notice shall not be valid;
  - (iii) a resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 50% of all the Undivided Shares shall be valid and effectual as if it had been passed at a duly convened meeting of the Owners.
- 2. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- 3. The Owners at a meeting shall have power to elect an independent auditor of their choice to audit the annual accounts.

4. For the purpose only of this Sub-Section B, the reference to "Undivided Shares" shall exclude the Undivided Shares allocated to the Common Areas and Facilities under this Deed.

## SECTION VIII

### EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

1. In the event of any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for habitation, the Manager shall convene a meeting of the Owners in whom the right to exclusive use, occupation and enjoyment of such part of the Development and notwithstanding any provision to the contrary contained in this Deed such meeting may resolve by a 75% majority of the Owners present of not less than 75% of the Undivided Shares of such damaged part (excluding the Undivided Shares of the Common Areas and Facilities) and voting that by reason of insufficiency of insurance monies, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild such part of the Development then and in such event the Undivided Shares in the Lot and the Development representing such part of the Development shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective Undivided Shares previously held by such former Owners. All insurance moneys received in respect of any policy or insurance on such part of the Development shall likewise be distributed amongst such former Owners. In such event all the rights privileges obligations and covenants of such former Owners under this Deed or any other Deed shall be extinguished so far as the same relate to such former Owners of the relevant part of the Development PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Development the Owners of such part of the Development shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Development damaged as aforesaid over and above the proceeds recoverable from the insurance of such part of the Development in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Development and be recoverable as a civil debt. The resolution is to be binding upon all the Owners of the damaged part(s).

2. The following provisions shall apply to a meeting convened by the Manager as provided in Clause 1 of this Section :-

- (a) a meeting shall not proceed unless a quorum is present. A quorum shall consist of Owners of such part of the Development in whom not less than 20% of the Undivided Shares allocated to such part of the Development are vested. If within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week and at the same place and if at such adjourned meeting a quorum be not present the Owner(s) present

shall be deemed to be a quorum;

- (b) the Manager shall preside at such meeting;
- (c) a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present at the meeting. A poll if demanded shall be taken at such time and in such manner as the Manager shall direct; and
- (d) on a show of hands every Owner entitled to be present and present at the meeting shall have one vote. In case of a poll every Owner of such part of the Development shall have one vote for every Undivided Share held by him.

3. For the purpose only of this Section VIII, the reference to “Undivided Share” and “Undivided Shares” shall exclude the Undivided Shares allocated to the Common Areas and Facilities under this Deed.

## SECTION IX

### MISCELLANEOUS

1. Each Owner shall on ceasing to be the Owner of any Undivided Share and the Unit enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment and such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.
2. No person shall after ceasing to be an Owner of any Undivided Share be liable for any debts, liabilities or obligations under the covenants, terms and conditions of this Deed in respect of such Undivided Shares and/or the part of the Development held therewith save and except in respect of any breach non-observance or non-performance by such person or any such covenants, terms or conditions prior to his ceasing to be the Owner thereof.
3. There shall be public notice boards at such places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the House Rules from time to time in force and all notices which under this Deed are required 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 seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
4. (a) All notice or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by pre-paid post to or left at the last address (if any) of such Owner notified to the Manager and, if the

party to be served is an Owner a copy thereof is sent by prepaid post or left at his Unit notwithstanding that such party is not personally occupying the same PROVIDED HOWEVER THAT where notices are to be given to an Owner who is a mortgagee/chargee such notice shall be served on the mortgagee/chargee if a company at its registered office or last known place of business in Hong Kong and if an individual at his last known residence. All notices required to be given to the Manager shall be properly served if sent to the registered office of the Manager or left at the office of the Manager in the Development.

- (b) All non-resident Owners of any Unit in the Development must provide the Manager with an address in Hong Kong for service of notices under the terms of this Deed. In the event the non-resident Owners shall fail to provide such an address in Hong Kong, then the Manager may treat the address of such Unit(s) as the address for service of notice.

5. Where any consent is required from a Manager by an Owner of a Unit in the Development, it shall not be unreasonably withheld and any sum imposed by the Manager as a consideration for the granting of such consent shall be held by the Manager for the benefit of the Owners and paid into the Special Fund. The Manager shall be entitled to charge and retain a reasonable fee for processing such consent.

6. Notwithstanding anything herein contained, until such time as the Lender enters into possession of the premises mortgaged or charged to the Lender under the Mortgage, the covenants and obligations contained in this Deed and the liability for making any payment under this Deed and the other burden and restrictions herein imposed shall not be binding upon the Lender and no liability for any payment under this Deed shall be binding on the Lender in respect of any sums accrued prior to the Lender entering into possession.

7. In consideration of the Lender having entered into this Deed in its capacity as the mortgagee or chargee under the Mortgage, the Registered Owner hereby covenants with the Lender that:-

- (a) he shall fully observe and perform all the covenants herein contained to be observed and performed by the Registered Owner while any share or interest in any part of the Lot and the Development is subject to the Mortgage; and
- (b) he shall keep the Lender fully indemnified against the non observance and non performance of any of the said covenants.

8. Tenders for all major contracts relating to the management of the Development (other than services to be provided by solicitors, counsels, architects and other professional advisers) involving sums in excess of 20% of the then current annual budget are to be called for in accordance with paragraph 5 of the Seventh Schedule to the Building Management Ordinance (Cap.344) and to enter into such contracts with the successful tenderers for a term not exceeding 3 years. After expiration of the term of any such contract, new tenders shall be called for such contract.

9. (a) If at any time the Owners shall incorporate themselves under the Building Management Ordinance (Cap.344) then as from the date of such incorporation, all the rights, duties, powers and obligations for the control, management and the

administration of the Development conferred by this Deed on the Manager shall be vested in such Owners' Corporation, and the general meeting of the Owners' Corporation shall take the place of the meeting of Owners under this Deed while the management committee of the Owners' Corporation shall take the place of the Owners' Committee established under this Deed Provided that any such corporation shall not operate to terminate the appointment of the Manager who will continue to act as such Manager pursuant to the term herein.

- (b) Nothing herein shall prejudice or in any way be construed as to prejudice the operation of the Building Management Ordinance (Cap.344) or in any way contravene any provisions in or the application of the Building Management Ordinance (Cap.344) and to the extent that any provisions contained herein shall be in conflict with the Building Management Ordinance (Cap.344), the Building Management Ordinance (Cap.344) shall prevail.
- (c) The provisions of the Seventh and Eighth Schedules to the Building Management Ordinance(Cap.344) shall be incorporated into and form part of this Deed.

10. The Owners shall at their own expense maintain and carry out all works in respect of any and all slopes, slope treatment works, retaining walls and other structures "slope structures", if any, within or outside the Lots or the Development as required by the Government Lease and in accordance with the "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time) and the Maintenance Manual(s) for the slope structures. The Manager (which for this purpose shall include any Management Committee or Owners' Corporation) shall be given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of the slope structures in compliance with the Government Lease and in particular in accordance with the Maintenance Manual(s) and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. The Manager shall collect from all Owners all costs lawfully incurred or to be incurred by it in carrying out such maintenance repair and any other works. The Manager shall not be made personally liable for carrying out any such requirements of the Government Lease which shall remain the responsibility of the Owners if, having used all reasonable endeavours, he has not been able to collect the costs of the required works from all Owners.

11. Not later than 3 months after the execution of this Deed, the Registered Owner shall at its own cost provide a direct translation or summary in Chinese of this Deed to be made if the same has not been done earlier. Such direct translation or summary shall be made available for inspection in the office of the Manager within the Development and any Owner or his duly authorised representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided Always that in the event of dispute as to the effect of the Chinese translation and the English version of this Deed, the English version shall prevail.

12. The Owner for the time being of the Undivided Shares allocated to the Common Areas and Facilities shall not be required to contribute to the payment of any of the costs and expenses as hereinbefore provided in this Deed and such Owner shall hold such Undivided Shares on trust for all the Owners.

13. The covenants and provisions of this 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 Unit and to the Undivided Share or Shares held therewith.

14. The Owners which have a common wall adjoining their respective Units or a common wall separating their Units or a wall dividing the land upon which the Units are constructed shall each have the right to the use of the interior surface of the wall on his side subject to an obligation to maintain repair and reinstate such interior surface. Neither Owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner. Neither Owner shall erect any fence or any structure (including but not limited to spikes or wires) on top of the wall without the written consent of the other Owner. Neither Owner shall put structures of any kind (including but not limited to fish ponds) so near to the wall as to cause leakage of water to the other side of the wall or likely to cause the wall to collapse. If the wall or any portion thereof (being not structural wall or load bearing wall under the Approved Plans and not forming part of the Common Areas and Facilities), except the interior surface of the one side, is damaged or injured from any cause, other than the act of negligence of either party, it shall be repaired or rebuilt at their joint costs and expenses.

15. Conducting Media and other common facilities whether ducted or otherwise are or in any time may be erected or installed in or on the roof, flat roof, Yard(s) or other part(s) of a Unit (which said roof, flat roof, Yard(s) and part(s) of Unit(s) are shown on the Plans annexed hereto for maintenance access purposes). The Owners of the said roof, flat roof, Yard(s) or part(s) of Unit(s), hereby jointly and severally covenant with the Manager and/or other owners to grant the right of access to them, their servants, contractors, agents, workmen and other persons authorised by any of them to enter upon the said roof, flat roof, Yard(s), Unit(s) or any part thereof with or without tools, plants and machinery for the purposes of installing, erecting, affixing, servicing, inspecting, repairing, maintaining, renewing, laying, relaying, diverting, supplementing, removing, replacing or otherwise dealing with Conducting Media and such other common facilities which are laid or to be laid on in or inside the said roof, flat roof, Yard(s) and Unit(s).

16. The Access Road shall serve as an access road for the use of the owners or occupiers of the Development. No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items on the Access Road which may or in any way interfere with or which is likely to interfere with or affect the exercise of right of access by the Owner including his tenants, licensees, servants, agents, invitees or persons authorised by the Owner of the Development or any other persons having the like right to the Access Road.

17. During the existence of an Owners' Corporation, the general meeting of the Owners' Corporation shall take the place of the meeting of the Owners hereunder and the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder.

IN WITNESS whereof the Manager has caused its Common Seal to be hereunto affixed and the Registered Owner, the First Purchaser and the lawful attorney of the Lender have hereunto set their hands and seals the day and year first above written

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALLOCATION OF UNDIVIDED SHARES**

<u>Units of the Development</u>	<u>No. of units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
<b>(A) RESIDENTIAL UNITS</b>			
Unit A with Yard A	1	1,524	1,524
Unit B with Yard B	1	1,487	1,487
<b>(B) CAR PARKS</b>			
Carpark A1	1	20	20
Carpark A2	1	16	16
Carpark B1	1	16	16
Carpark B2	1	17	17
(C) Common Areas and Facilities			20
<b>TOTAL = (A) + (B) + (C) =</b>			<b>3,100</b> =====

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**ALLOCATION OF MANAGEMENT UNITS**

<u>Units of the Development</u>	<u>No. of units</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
<b>(A) RESIDENTIAL UNITS</b>			
Unit A with Yard A	1	1,524	1,524
Unit B with Yard B	1	1,487	1,487
	1		
	1		
<b>(B) CAR PARK</b>			
Carpark A1	1	20	20
Carpark A2	1	16	16
Carpark B1	1	16	16
Carpark B2	1	17	17
		<b>TOTAL = (A) + (B) =</b>	<b>3,080</b> =====

SIGNED SEALED and DELIVERED by )  
the Registered Owner (he having been )  
previously identified by production of his )  
Hong Kong Identity Card No.E065326(1)) )  
in the presence of: )

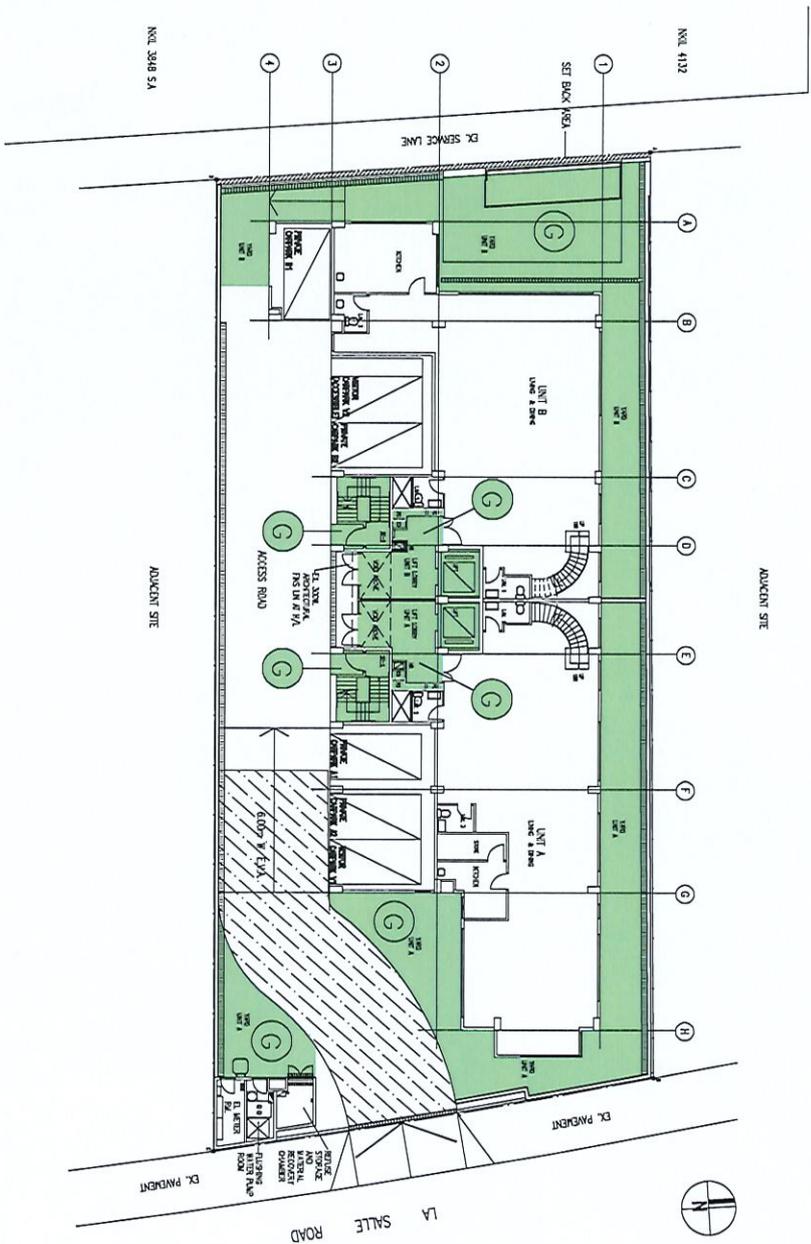
SIGNED SEALED and DELIVERED by )  
the First Purchaser (he having been )  
previously identified by production of his )  
Hong Kong Identity Card No. ) )  
in the presence of: )

SEALED with the Common Seal of ))  
[ ] MANAGEMENT ))  
LIMITED and SIGNED by ))  
))  
))  
duly authorised by its Board of Directors ))  
whose signature(s) is/are verified by :- ))

SIGNED by the lawful attorney of        ))  
the Lender                                        ))  
  ))  
  ))  
  ))  
  ))  
whose signature(s) is/are verified by :-    ))  
  ))

INTERPRETED to the First Purchaser by :-





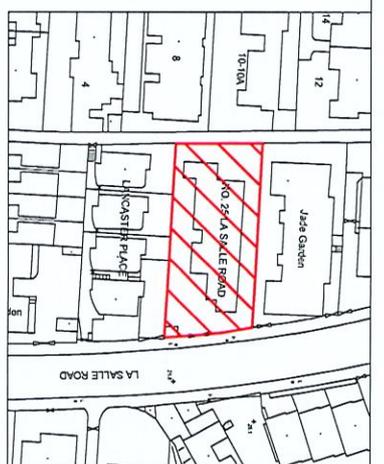
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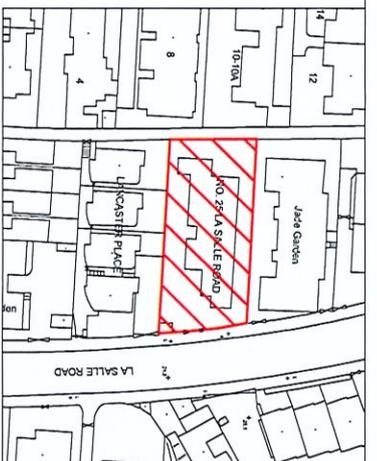
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 FOR IDENTIFICATION ONLY

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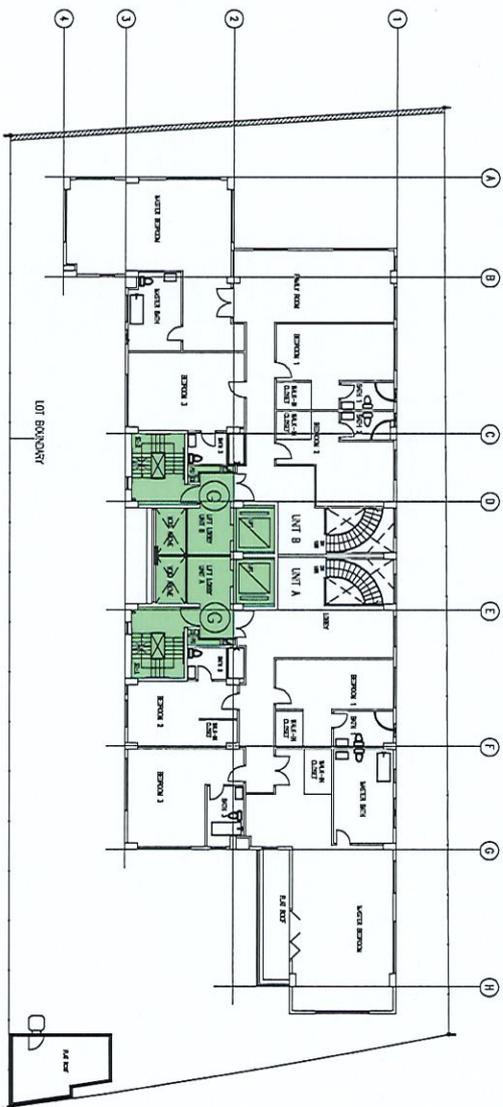


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NGOR KA FU  
 AUTHORIZED PERSON  
 AP(S) 37/19



LOCATION PLAN  
SCALE : NTS



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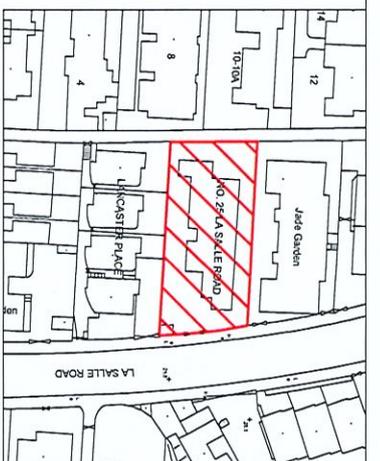
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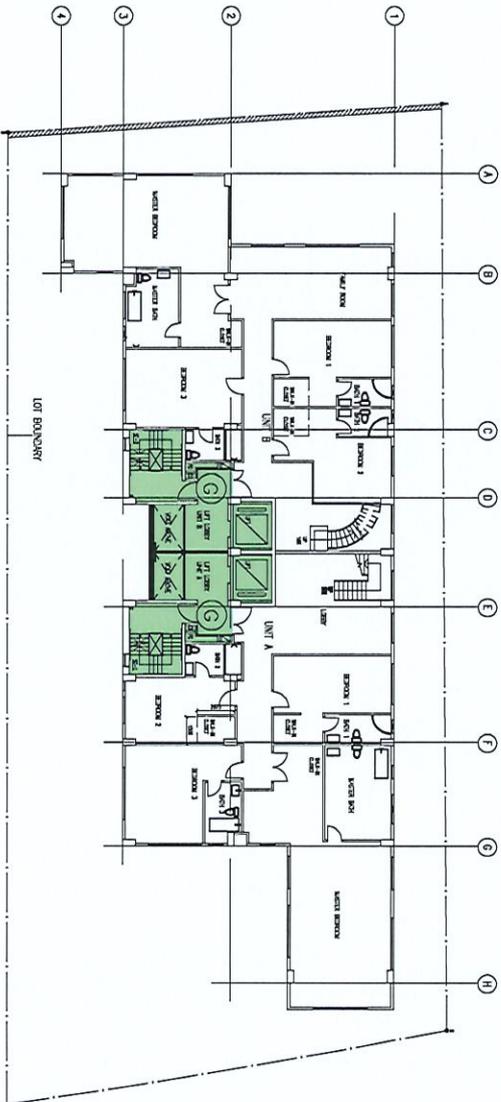
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NGOR KA FU  
AUTHORIZED PERSON  
AP(S) 37/19



LOCATION PLAN  
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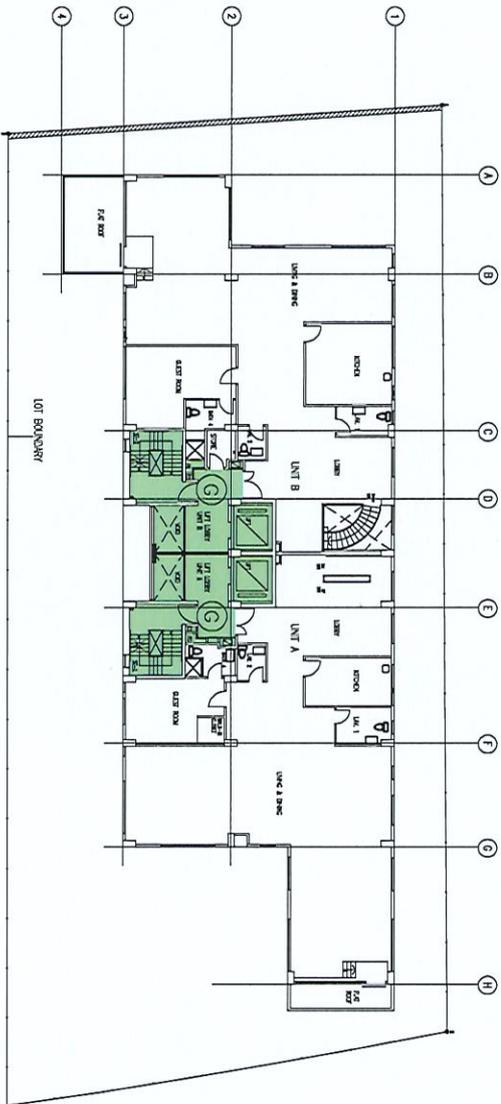
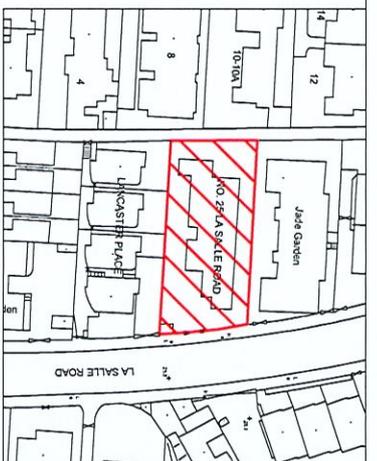
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NGOR KA FU  
AUTHORIZED PERSON  
AP(S) 37/19



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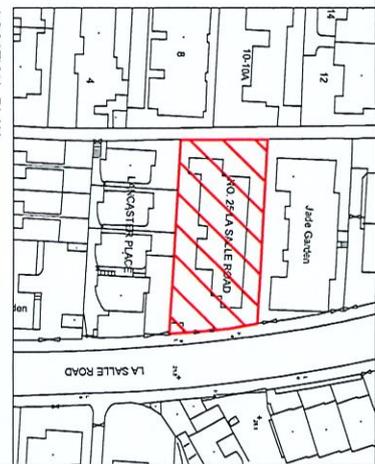
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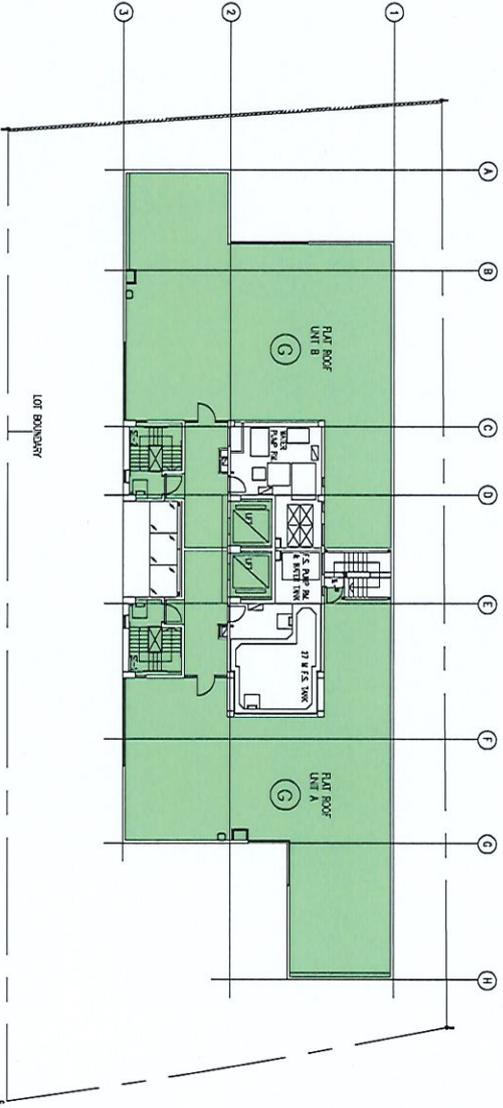
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NGOR KA FU  
AUTHORIZED PERSON  
AP(S) 37/19



LOCATION PLAN  
SCALE : NTS



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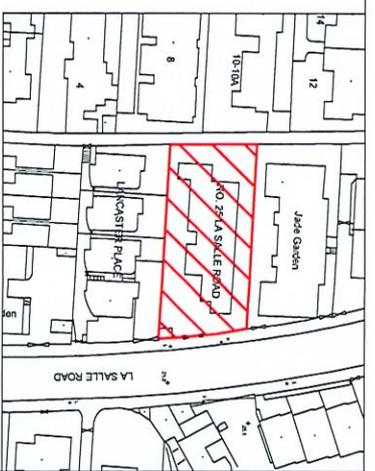
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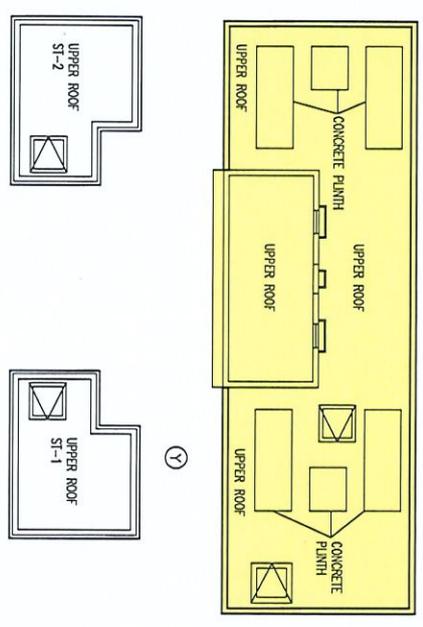
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NGOR KA FU  
AUTHORIZED PERSON  
AP(S) 37/19



LOCATION PLAN  
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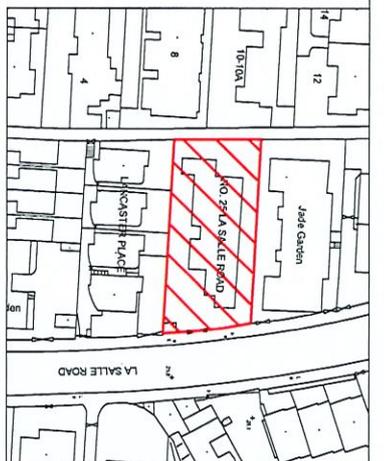
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NGOR KA FU  
AUTHORIZED PERSON  
AP(S) 37/19

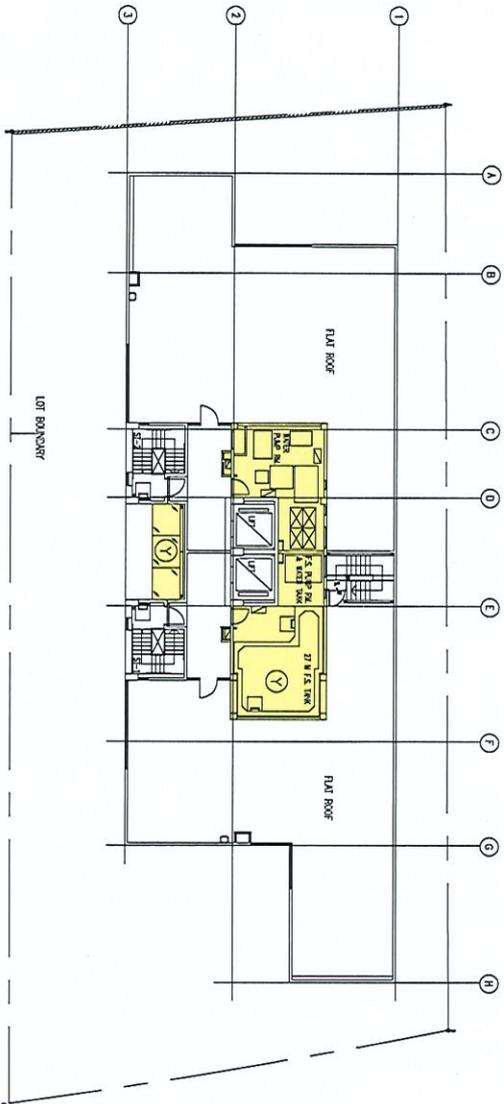
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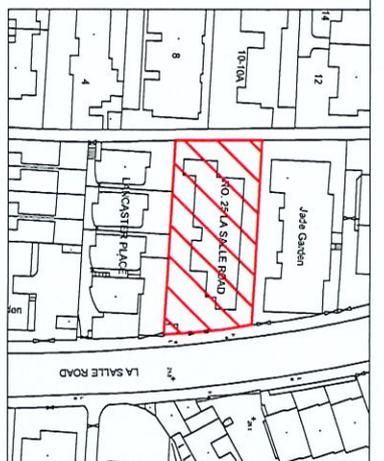
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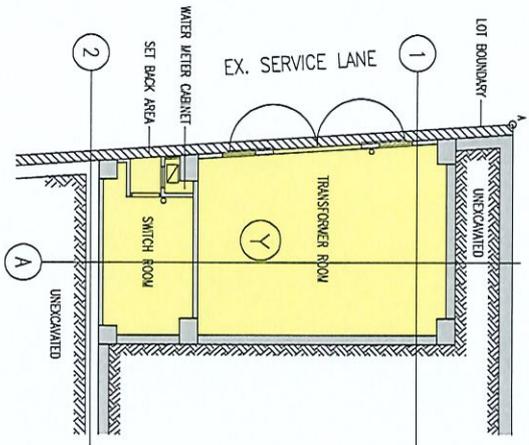
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AUTHORIZED PERSON  
AP(S) 37/19

COMMON AREAS AND FACILITIES, ROOF FLOOR PLAN  
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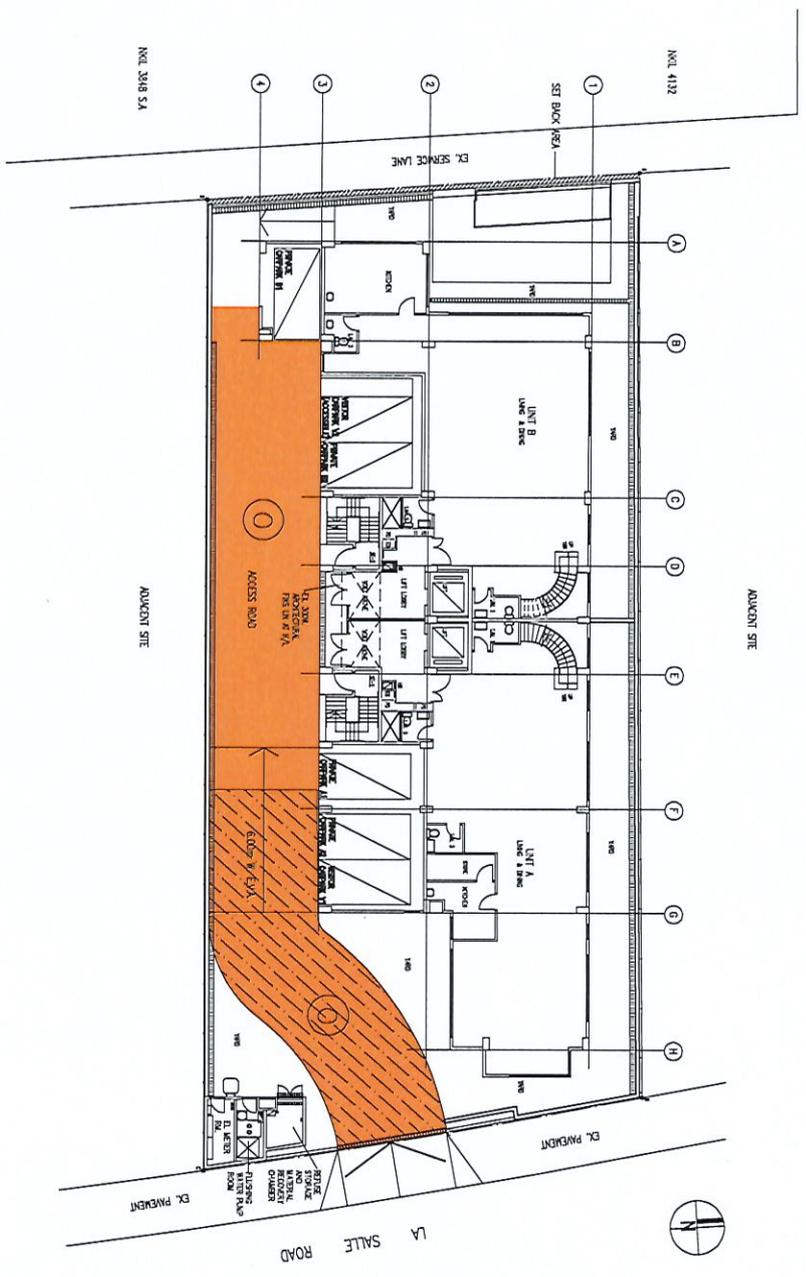
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NGOR KA FU  
AUTHORIZED PERSON  
AP(S) 37/19

COMMON AREAS AND FACILITIES, LOWER GROUND FLOOR PART PLAN  
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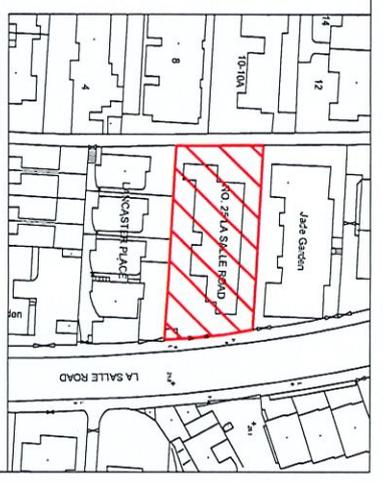
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 ORANGE: ACCESS ROAD

**ACCESS ROAD, GROUND FLOOR PLAN**

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FOR IDENTIFICATION ONLY

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LOCATION PLAN  
SCALE : NTS

NGOR KA FU  
AUTHORIZED PERSON  
AP(S) 37/19