


THIS DEED is made the 27th day of September 2023

BETWEEN

- (1) DENCO PROPERTIES LIMITED whose registered office is situate at 72nd-76th Floors, Two International Finance Centre, No.8 Finance Street, Central, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part,
- (2)  ("the First Assignee" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part, and
- (3) WELL BORN REAL ESTATE MANAGEMENT LIMITED whose registered office is situate at 72nd-76th Floors, Two International Finance Centre, No.8 Finance Street, Central, Hong Kong ("the DMC Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

DEFINITIONS:-

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

"Accessible Parking Spaces" means those two parking spaces of the Estate provided pursuant to Special Condition No.(17)(b)(i) of the Government Grant for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation and in the singular means one of such Accessible Parking Spaces. For the avoidance of doubt, the Visitors' Parking Spaces as shown and marked "V1" and "V2" on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person, are Accessible Parking Spaces.

"A/C Rooms" means the rooms forming part of the Residential Common Areas and Facilities for placing and installing the Centralized Cooled-water System, the Water-cooled Air-Conditioning Units and the ancillary pipes and equipment serving each of the Residential Units (such Water-cooled Air-Conditioning Units and the ancillary pipes and equipment (whether such ancillary pipes and equipment are located within the A/C Rooms or otherwise) serving exclusively a particular Residential Unit shall belong to the Owner of such Residential Unit), which are for

identification purpose only shown coloured yellow and marked "AC RM." on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person.

"Advance Payment" means the respective payments to be paid by the Owner of each Residential Unit under Clause 17(b)(i) or by the Owner of each Parking Space under Clause 17(b)(ii).

"AMR Outstation(s)" means the automatic meter reading ("AMR") outstation or outstations together with the necessary cable conduits, cables, an AMR panel in which the AMR equipment are installed and other facilities and equipment as the Water Authority may require or approve which are provided pursuant to Special Condition No.(38)(a)(ii) of the Government Grant, which are for identification purpose only shown and marked "AMR" on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person. For the avoidance of doubt, the AMR Outstation(s) are currently located within the Common Areas and they shall be delivered to the Water Authority in accordance with Special Condition No.(38)(g) of the Government Grant.

"Approved Car Park Layout Plans" means the approved car park layout plans and any approved amendments thereto deposited with the Director of Lands pursuant to Special Condition No.(24) of the Government Grant.

"Authorized Person" means Wong Ming Yim of DLN Architects Limited, and any other replacement authorized person for the time being appointed by the First Owner.

"Bicycle Parking Spaces" means those forty six (46) spaces forming part of the Residential Common Areas and provided pursuant to Special Condition No.(19) of the Government Grant situated on the Basement Second Floor of the Estate for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and for the purpose of identification only shown and coloured yellow and marked "B01" to "B46" on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person.

"Building Plans" means the general building plans and specifications in respect of the Estate or in respect of any part or parts of the Estate prepared by the Authorized Person and approved by the Building Authority under Ref. No.BD 2/4014/17 and includes any amendments thereto as approved by the Building Authority.

"Car Park" means those parts of the Estate constructed in accordance with the Approved Car Park Layout Plans comprising the Parking Spaces and the Car Park Common Areas and Facilities.

"Car Park Common Areas" means all those parts of the Car Park intended for the common use and benefit of (i) the Car Park as a whole and not just any particular Parking Space which are subject to the provisions of this Deed to be used by each Owner, Occupier and user of the

Parking Spaces; and (ii) the users of the Visitors' Parking Spaces, Accessible Parking Spaces, Bicycle Parking Spaces and Loading and Unloading Spaces subject to Clause 4 of Part A of the Second Schedule, in common with all other Owners, Occupiers and users of such Parking Spaces, which are for identification purpose only shown and coloured green on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person BUT (for the avoidance of doubt) excluding the Estate Common Areas and the Residential Common Areas PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or (ii) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Car Park Common Areas.

"Car Park Common Areas and Facilities" means collectively the Car Park Common Areas and the Car Park Common Facilities.

"Car Park Common Facilities" means all those facilities of the Car Park intended for the common use and benefit of (i) the Owners, Occupiers and users of the Parking Spaces, and (ii) the users of the Visitors' Car Parking Spaces, Accessible Parking Spaces, Bicycle Parking Spaces and Loading and Unloading Spaces subject to Clause 4 of Part A of the Second Schedule, BUT (for the avoidance of doubt) excluding the Non-Common EV Facilities, the Estate Common Facilities and the Residential Common Facilities.

"Car Park Management Budget" means the budget to be prepared for the Car Park more particularly described in Clause 16(a)(iii).

"Car Park Management Expenses" means all costs, charges and expenses reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Car Park.

"Centralized Cooled-water System" means the centralized system providing cooled water to cool down the temperature of the compressors of the Water-cooled Air-Conditioning Units of individual Residential Units; the Centralized Cooled-water System forms part of the Residential Common Facilities.

"Certificate of Compliance" means the certificate or letter issued by the Director of Lands to the effect that all the positive obligations under the Government Grant in relation to the Lot have been complied with to his satisfaction.

"Club House" means such parts of the Estate for use as a club house by the residents of the Residential Units and their bona fide visitors and by no other person or persons.

"Club Rules" means the rules and regulations (if any) as the Manager may make from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Club House.

"Common Areas" means collectively the Estate Common Areas, the Residential Common Areas and the Car Park Common Areas.

"Common Areas and Facilities" means collectively the Common Areas and the Common Facilities.

"Common Facilities" means collectively the Estate Common Facilities, the Residential Common Facilities and the Car Park Common Facilities.

"Concealed Drainage Pipes" means the external drainage pipes enclosed by architectural features serving the Residential Development as a whole which form part of the Residential Common Facilities.

"Covered Landscape Areas" means the cover landscape areas forming part of the Residential Common Areas and which are for identification purpose only shown and surrounded by broken orange lines on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person.

"Estate" means the whole of the development constructed on the Lot in accordance with the Government Grant and the Building Plans and known as "HENLEY PARK".

"Estate Common Areas" means those parts of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof which are subject to the provisions of this Deed to be used by the Owners and Occupiers of the Units in common with all other Owners and Occupiers of the Units and includes but not limited to:-

- (a) the Slopes and Retaining Walls;
- (b) areas for the installation or use of aerial broadcast distribution or telecommunication network facilities;
- (c) the guard room(s);
- (d) the office accommodation for watchmen and caretakers provided in accordance with Special Condition No.(10)(a) of the Government Grant which is for identification purpose only shown and coloured indigo and marked "MANAGEMENT OFFICE" on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person;
- (e) the office for Owners' Corporation or Owners' Committee provided in accordance with Special Condition No.(12)(a) of the Government Grant which is for identification purpose

only shown and coloured indigo and marked "OWNER'S COMMITTEE OFFICE" on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person; and

- (f) all those parts and areas of the Estate as shown and coloured indigo on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person,

BUT (for the avoidance of doubt) excluding the Residential Common Areas and the Car Park Common Areas PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or (ii) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas.

"Estate Common Areas and Facilities" means collectively the Estate Common Areas and the Estate Common Facilities.

"Estate Common Facilities" means all those facilities in the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof which are subject to the provisions of this Deed to be used by the Owners and Occupiers of the Units in common with all other Owners and Occupiers of the Units in the Estate and includes but is not limited to the communal aerial, all signal receivers and all sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities or services.

"Estate Management Budget" means the budget to be prepared for the Estate more particularly described in Clause 16(a)(i).

"Estate Management Expenses" means all costs, charges and expenses reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Estate as a whole excluding the Residential Management Expenses and the Car Park Management Expenses as provided herein.

"Estate Rules" means any rules and regulations as the Manager may make from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Estate and includes the Club Rules.

"Fire Safety Management Plan" means the fire safety management plan for Open Kitchen in respect of the Estate approved or accepted by the Fire Services Department and/or any other relevant Government authority or authorities and any addition or variation thereto from time to time in accordance with the relevant requirements of the Fire Services Department and/or other relevant Government authority or authorities.

"First Assignee's Unit" means all those 356/325,000th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat G on the Eighteenth Floor with Balcony of Tower 1A of the Estate.

"Government" means the Government of Hong Kong.

"Government Grant" means the documents of title setting forth the rights and entitlements granted by the Government in respect of the Lot, namely certain Agreement and Conditions of Sale dated 16 January 2017 made between the Government and the First Owner and deposited and registered in the Land Registry as Conditions of Sale No.20290 under which the First Owner is entitled to a lease for a term of 50 years commencing from 16 January 2017 and shall include any subsequent extensions or variations or modifications thereto or renewals thereof.

"Green and Innovative Features" means the green and innovative features in or forming part of the Estate exempted from the calculation of gross floor area or site coverage or both by the building Authority and the Director of Lands and includes but not limited to the Non-enclosed Areas and the prefabricated external walls, and the prefabricated external walls are, for identification purpose only, shown by broken red lines on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person.

"Greenery Areas" means the area (including any vertical greening) landscaped in accordance with Special Condition No.(9) of the Government Grant which are for the purpose of identification only shown and coloured yellow dashed black on the Plans and the vertical greening are for identification purpose only shown by broken violet lines on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Loading and Unloading Spaces" means the five spaces provided pursuant to Special Condition No.(18)(a) of the Government Grant and in accordance with the Approved Car Park Layout Plans for the loading and unloading of goods vehicles and for the purpose of identification only shown and coloured yellow and marked L1, L2, L3, L4 and L5 on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person.

"Lot" means all that piece or parcel of ground registered in the Land Registry as NEW KOWLOON INLAND LOT NO.6562.

"maintain" means to repair, uphold, support, rebuild, renew, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace and decorate or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.

"management" means all duties and obligations to be performed and observed by the Manager in relation to the Estate pursuant to the Government Grant or as herein provided.

"Management Budgets" means collectively the Estate Management Budget, the Residential Management Budget and the Car Park Management Budget in respect of the Estate and **"Management Budget"** shall be construed accordingly.

"Management Charges" means collectively the Management Expenses and the Manager's Fee.

"Management Expenses" means collectively the Estate Management Expenses, the Residential Management Expenses and the Car Park Management Expenses necessarily and reasonably incurred in the management of the Estate.

"Management Funds" means the monthly contributions by the Owners and all monies received, recovered or held by the Manager pursuant to this Deed for the daily management of the Estate other than the Special Fund. Such fund shall be established and maintained by the Manager including interest and charges to defray the cost of the exercise of the Manager's powers and the performance of its duties under this Deed and the Ordinance and to pay the Management Expenses.

"Management Units" means the units which are allocated to the Units for the purpose of determining the amount of contribution towards the Management Charges by the Owners as set out in the Fourth Schedule hereto.

"Manager" means the DMC Manager or any person who for the time being is, for the purpose of this Deed, managing the Estate.

"Manager's Fee" means the remuneration of the Manager as hereinafter provided.

"Motor Cycle Parking Spaces" means those eight (8) spaces provided pursuant to Special Condition No.(17)(c)(i) of the Government Grant and in accordance with the Approved Car Park Layout Plans with the associated Non-Common EV Facilities situated on the Basement Second Floor of the Estate for the parking of motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees.

"Non-Common EV Facilities" means all such facilities required to be provided and installed under Special Condition Nos.(17)(e)(i)(I) and (17)(e)(i)(II) of the Government Grant for the purpose of or in relation to the charging of electric vehicles parking at the Parking Spaces; such facilities which serve and benefit each of the Parking Spaces exclusively, shall include but not limited to such electric vehicle medium chargers (as appropriate), wires, cables, electric meter, base box, socket outlet, locks, covers and other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.

"Non-enclosed Areas" means the balcony forming part of a Residential Unit and the covered areas underneath the balcony and the utility platform forming part of a Residential Unit and the covered areas underneath the utility platform which must not be enclosed above safe parapet height (other than as under the Building Plans) as required by the Building Authority. The respective locations of such balconies and utility platforms are shown (i) hatched black and marked "BAL." and (ii) cross-hatched black and marked "U.P." on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person. Particulars thereof are mentioned in Clause 8 of Section I hereof.

"Occupation Permit" means a temporary or permanent occupation permit issued by the Building Authority in respect of the Estate.

"Occupier" means any person occupying or using a Unit with the consent, express or implied, of an Owner who owns the Unit, including without prejudice to the generality thereof any tenant, any member of the Owner's or tenant's family and any of the Owner's or tenant's servants, agents, invitees and licensees and visitors.

"Open Kitchen" means the kitchen provided within the Residential Unit(s) which is of open kitchen design, namely, the kitchen is not separated from the rest of the Residential Unit by full enclosure comprising walls and door which for the purpose of indication is shown and demarcated by a black pecked line and marked "OPEN KIT." on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person.

"Open Kitchen Unit" means a Residential Unit with an Open Kitchen, including any Residential Unit whose Owner has subsequently obtained from the relevant Government authority or authorities the necessary approvals to convert his Residential Unit into an Open Kitchen Unit and has so converted. As at the date of this Deed, all Residential Units in the Estate are Open Kitchen Units except Flat A of all floors of Tower 1A, Flat A of all floors of Tower 1B, Flat M of 2nd to 33rd floors (both inclusive) of Tower 1B and Flat J of 35th floor of Tower 1B.

"Ordinance" means the Building Management Ordinance (Cap.344).

"Owner" means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the

mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share.

"Owners' Committee" means a committee of the Owners of the Estate established under the provisions of this Deed.

"Owners' Corporation" means the corporation of the Owners incorporated under section 8 of the Ordinance.

"Parking Spaces" means collectively the Residential Parking Spaces and the Motor Cycle Parking Spaces. For the avoidance of doubt, the Accessible Parking Spaces or Visitors' Parking Spaces do not form part of the Parking Spaces.

"Plans" means the plans annexed to this Deed.

"Recreational Facilities" means and includes the Club House and such of the recreational facilities on or within the Estate for use by the residents of the Residential Units and their bona fide guests, visitors or invitees which are for the purpose of identification only shown and coloured yellow hatched black on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person.

"Residential Common Areas" means those parts of the Residential Development intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which are subject to the provisions of this Deed to be used by the Owners and Occupiers of the Residential Units in common with all other Owners and Occupiers of the Residential Units and shall include:-

- (a) the external walls of the Residential Development and other parts of the Estate not forming part of the Residential Units or the Estate Common Areas, and including the architectural features and fins thereon;

BUT excluding:-

- (i) the glass/metal balustrades or railings of the balconies, utility platforms, flat roofs, roofs or gardens which form parts of the relevant Residential Units; and
- (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit and the openable parts of the curtain wall structures of the Residential Development which said glass panels and openable parts shall form parts of the relevant Residential Units and for the avoidance of doubt, any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;

- (b) the Recreational Facilities;
- (c) the lift lobbies and the care taker counters in the Residential Development;
- (d) the fireman's lift lobby in the Residential Development;
- (e) the Bicycle Parking Spaces;
- (f) the Loading and Unloading Spaces;
- (g) the Accessible Parking Spaces and the Visitors' Parking Spaces;
- (h) the Greenery Areas;
- (i) the communal sky garden as shown and marked "SKY GARDEN" on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person;
- (j) the Covered Landscape Areas;
- (k) the A/C Rooms;
- (l) the access openings and the working spaces of the Concealed Drainage Pipes of the Residential Development for conducting closed-circuit television ("CCTV") imaging device inspection required in Annex 1 of Appendix B of Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers No. APP-98;
- (m) the entire thickness of any parapet and any fence wall as shown coloured yellow on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person, enclosing a garden, flat roof or roof held with and forming part of the Residential Unit separating that garden, flat roof or roof from other part(s) of the Estate;
- (n) the prefabricated external walls (other than such part forming a part of any Residential Unit); and
- (o) all those parts and areas of the Residential Development as shown and coloured yellow, yellow hatched black and yellow dashed black on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person;

BUT (for the avoidance of doubt) excluding the Estate Common Areas and the Car Park Common Areas **AND PROVIDED THAT**, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or (ii) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas.

"Residential Common Areas and Facilities" means collectively the Residential Common Areas and the Residential Common Facilities.

"Residential Common Facilities" means all those facilities in the Estate intended for the common use and benefit of the Residential Development and not just any particular Residential Unit which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and includes but not limited to the Concealed Drainage Pipes, the Centralized Cooled-Water System, all mechanical and electrical installations, all wires, cables, ducts, pipes, drains and all other equipment exclusively for the Residential Development as a whole.

"Residential Development" means such parts of the Estate comprising the Residential Units and the Residential Common Areas and Facilities constructed on the Lot in accordance with the Building Plans.

"Residential Management Budget" means the Residential Management Budget to be prepared for the Residential Common Areas and Facilities more particularly described in Clause 16(a)(ii).

"Residential Management Expenses" means all costs, charges and expenses reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Residential Common Areas and Facilities.

"Residential Parking Spaces" means all those ninety seven (97) spaces provided within the Estate pursuant to Special Condition No.(17)(a)(i) of the Government Grant and in accordance with the Approved Car Park Layout Plans together with the associated Non-Common EV Facilities for the parking of motor vehicles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees. For the avoidance of doubt, the Accessible Parking Spaces or Visitors' Parking Spaces do not form part of the Residential Parking Spaces.

"Residential Unit" means a Unit situated in the Residential Development intended for residential use in accordance with the Building Plans and the Occupation Permit and shall include but not limited to:-

- (a) any balcony, utility platform, flat roof, roof, garden or swimming pool held with and forming part of such Residential Unit;
- (b) the openable parts of the curtain wall structures of the Residential Development and such pieces of glass panels wholly enclosing or fronting the Residential Unit Provided That any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;

- (c) the non-load bearing or non-structural internal walls and partitions of or within the Residential Unit and such part of the prefabricated external walls forming part of a Residential Unit;
- (d) the non-load bearing or non-structural inner half of any wall (other than the external walls of the Estate) and partition of or within the Residential Unit separating the Residential Unit or any part thereof from any other part(s) of the Estate;
- (e) the inner half of any parapet and any fence wall of a balcony, utility platform, garden, flat roof or roof held with and forming part of the Residential Unit separating that balcony, utility platform, garden, flat roof or roof from any other part(s) of the Estate BUT excluding the entire thickness of any parapet and any fence wall enclosing a garden, flat roof or roof as shown coloured yellow and forming part of the Residential Common Areas on the Plans separating that garden, flat roof or roof from other part(s) of the Estate;
- (f) the floor slabs (and in the event the floor slab is separating the Residential Unit (or any balcony, utility platform, flat roof, roof or garden held with and forming part of the Residential Unit) from other part or parts of the Estate, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Residential Unit (or any balcony, utility platform, garden, flat roof or roof held with and forming part of the Residential Unit) from other part or parts of the Estate, the lower half of such ceiling slab) which are all non-load bearing or non-structural of or within the Residential Unit;
- (g) the glass balustrades, metal balustrades or railings of the balconies, utility platforms, flat roofs, roofs or gardens held with and forming part of such Residential Unit as approved under the Building Plans; and
- (h) the false ceilings of the balconies and utility platforms held with and forming part of such Residential Unit.

"Slope Maintenance Guidelines" means the guidelines known as "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time).

"Slope Maintenance Manual" means the slope maintenance manual(s), if any, of the Slopes and Retaining Walls prepared in accordance with the Slope Maintenance Guidelines.

"Slopes and Retaining Walls" means such slopes, slope treatment works, retaining walls and/or other structures (if any) within or outside the Lot the maintenance of which is the liability of the Owners under the provisions of the Government Grant and this Deed.

"Special Fund" means a special fund (which may contain separate components) to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Estate of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Ordinance and the term "Special Fund" shall be construed to mean any one or more component(s) of the Special Fund if the context so required.

"Undivided Shares" means an equal undivided part or share of and in the Lot and of and in the Estate allocated in accordance with the provisions of this Deed as set out in the First Schedule and **"Undivided Share"** shall be construed accordingly.

"Unit" means a Residential Unit, a Parking Space or a part of the Estate of which the full and exclusive right and privilege to the use occupation and enjoyment has been or is intended to be assigned to or retained by an Owner and "his Unit" in relation to an Owner means the Unit or Units in respect of which that Owner has the full and exclusive right and privilege to hold use occupy and enjoy and shall have the same definition as "flat" under the Ordinance.

"Visitors' Parking Spaces" means the three spaces provided pursuant to Special Condition No.(17)(a)(iii) of the Government Grant and in accordance with the Approved Car Park Layout Plans (including any electric vehicle charging facilities and associated cables and installations serving exclusively that parking space) for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units and forming part of the Residential Common Areas, which are for identification purpose only shown and coloured yellow and marked "V1" to "V3" (inclusive) on the Plans (including two Accessible Parking Spaces respectively marked "V1" and "V2" as shown thereon), the accuracy of which is certified by or on behalf of the Authorized Person.

"Water-cooled Air Conditioning Unit" means the water-cooled air conditioning unit installed within the A/C Room(s) and the ancillary pipes and equipment serving exclusively a particular Residential Unit. For the avoidance of doubt, the Water-cooled Air Conditioning Unit serving exclusively a Residential Unit shall belong to the Owner of such Residential Unit.

WHEREAS :-

- (A) Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the Lot which is held under the Government Grant.
- (B) The First Owner has developed the Estate on the Lot in accordance the Building Plans.
- (C) For the purposes of sale the Lot and the Estate have been notionally divided into 325,000 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.

- (D) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee the First Assignee's Unit.
- (E) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Estate and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate.
- (F) The Director of Lands has approved the terms of this Deed in accordance with Special Condition No.(14)(a) of the Government Grant.
- (G) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and words importing persons shall include corporations and vice versa and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

RIGHTS AND OBLIGATIONS OF OWNERS

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Lot and the Estate together with the appurtenances thereto and the entire rents and profits thereof (and for the avoidance of doubt, excluding Common Areas and Facilities) **SAVE AND EXCEPT** the First Assignee's Unit assigned to the First Assignee as aforesaid and **SUBJECT TO** the rights and privileges granted to the First Assignee by the said Assignment **AND SUBJECT TO** the provisions of this Deed so far as they are still subsisting.
2. The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.
3. Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall be held by the Owner from time to time of

such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed, and in particular the rights and privileges provided in the SECOND SCHEDULE hereto and the express covenants and provisions herein contained.

4. The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the THIRD SCHEDULE hereto so far as the same relate to such Undivided Share held by him or them.
5. Subject to the Government Grant and this Deed, every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Lot and the Estate together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Estate which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.
6.
 - (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding ten (10) years.
 - (b) The sole and exclusive right and privilege to hold, use, occupy and enjoy any balcony, utility platform, flat roof, roof, garden or swimming pool shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit of which the balcony, utility platform, flat roof, roof or garden forms part.
7.
 - (a) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
 - (b) The Owner of any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the

Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

- (c) The Owner of any Parking Space together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
 - (d) In each of the above cases the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the Estate Rules relating thereto.
8. (a) The Owners of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Buildings Ordinance and such other Ordinances, bye-laws and Government regulations.
- (b) The Owners of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed in whole or in part (other than as approved under the Building Plans), it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design location and layout as drawn under the Building Plans.
- (c) The balconies/utility platforms shall only be used as balconies/utility platforms in relation to or in connection with the use and enjoyment of the Residential Units for which they are provided. The Owners whose Residential Units consist of any of the balconies/utility platforms shall not alter the external appearance of such balconies/utility platforms and such Owners shall be responsible for the financial support and maintenance of such balconies/utility platforms.
9. The Parking Spaces shall not be:-
- (a) assigned except:
 - (i) together with Undivided Shares in the Lot giving the right of exclusive use and possession of a Residential Unit or Residential Units of the Estate; or
 - (ii) to a person who is already the Owner of Undivided Shares in the Lot with the right of exclusive use and possession of a Residential Unit or Residential Units in the Estate; or
 - (b) underlet except to residents of the Residential Units in the Estate

Provided that in any event no more than three in number of the total of the Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit in the Estate.

SECTION II

ADDITIONAL RIGHTS OF THE FIRST OWNER

10. Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Lot and the Estate and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the sole, absolute and exclusive right (whether acting by itself or by any of the professionals, contractors and agents engaged, appointed or employed by the First Owner) in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit and without the consent or concurrence of any other Owners, the Owners' Committee, the Owners' Corporation or the Manager (save as otherwise restricted as in below) to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and (where appropriate) granted and conferred upon the First Owner :-

- (a) Full right and liberty to enter into and upon all parts of the Lot and the Estate (other than any part of the Estate that have already been assigned) from time to time with all necessary equipment, plant and materials for the purposes of constructing and completing the other parts of the Estate in accordance with the Building Plans and the Government Grant and may, for such purposes, carry out all such works in, under, on or over the Lot and the Estate (save and except that part as aforesaid) as it may from time to time see fit and/or of constructing such other buildings or structures thereon in accordance with the Building Plans and the Government Grant and may, for such purposes, carry out all such works in, under, on or over the Lot and the Estate as it may from time to time see fit PROVIDED THAT nothing herein shall absolve the First Owner from obtaining any Government approval which may be required for the same. The right of the First Owner to enter the Lot and the Estate as aforesaid to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner for the said purpose PROVIDED THAT the First Owner shall at its own expense make good any

damage or loss that may be caused by or arise from such construction, demolition or other works or such right of entry and shall ensure that such works and such right of entry shall cause the least disturbance and inconvenience and PROVIDED FURTHER THAT the exercise of the right shall not extend to any part of the Estate which has been sold or assigned by the First Owner and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units.

- (b) Subject to the approval of Owners at an Owners' meeting convened under this Deed, the right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant (including any plans annexed thereto) or any conditions thereof including but not limited to the procurement of a licence or easement from the Government or any person for installing on Government land pipes, sewers, subways or other facilities whether serving exclusively the Lot and/or the Estate or any part thereof or readjustment and realignment of the boundary of the Lot or otherwise in such manner as the First Owner may deem fit without the concurrence or approval of any Owner and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner and any such amendment or variation or modification or licence or easement or readjustment or realignment shall be binding on the Owners and no such amendment or variation or modification or licence or easement or readjustment or realignment shall give to any Owner any right of action against the First Owner PROVIDED THAT the exercise of this right (i) shall not interfere with other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units and any payment received shall be credited to the Special Fund and (ii) all costs incidental thereto shall be borne by the First Owner solely unless such amendment, variation, modification licence or easement is required by the Government and relates to or benefits the entire or a substantial part of the Lot and the Estate in which event, such costs shall be borne and paid by the Owners in proportion to the number of Undivided Shares respectively held by them.
- (c) The right to change, amend, vary, add to or alter the Building Plans and/or the Approved Car Park Layout Plans in respect of such part of the Estate owned by the First Owner and in particular the right to carry out all or any works for implementation of and in accordance with such amended Building Plans and/or the Approved Car Park Layout Plans, and to do everything necessary therefor or incidental thereto, including but not limited to the demolition and/or

construction and/or relocation of any part(s) (whether structural or otherwise) of the Estate, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of the Owners or any of the parties hereto PROVIDED THAT such change, amendment, variation, addition or alteration will not interfere with the Owners' right to the exclusive use occupation and enjoyment of their Units but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent or approval of the relevant Government authorities (if so required). No such change, amendment, variation, addition or alteration shall give to the Owners or any person having an interest in the Lot any right of action against the First Owner.

- (d) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed or the Owners' Corporation (if formed), the right to designate and declare by deed any area or part or parts of the Estate the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Estate Common Areas and Facilities or Residential Common Areas and Facilities or Car Park Common Areas and Facilities (as the case may be) whereupon with effect from such designation and declaration such additional Estate Common Areas and Facilities or Residential Common Areas and Facilities or the Car Park Common Areas and Facilities (as the case may be) shall form part of the Estate Common Areas and Facilities or the Residential Common Areas and Facilities or the Car Park Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Estate Common Areas and Facilities or the Residential Common Areas and Facilities or the Car Park Common Areas and Facilities (as the case may be) PROVIDED THAT in making such designation and declaration the First Owner shall not unreasonably interfere with or affect an Owner's exclusive right to hold, use and occupy the Unit which such Owner owns PROVIDED FURTHER THAT no Owner (including the First Owner) and the Manager shall re-convert or re-designate the aforesaid common areas and facilities to his or its own use and benefit.
- (e) At all times hereafter but subject to and with the benefit of the Government Grant 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 First Owner (other than the Undivided Shares in respect of the Common Areas and Facilities) and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such premises within the Estate held therewith PROVIDED THAT such dealings shall not contravene the terms and conditions of the Government Grant and this Deed.

- (f) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures, microwave distribution systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on any part or parts of the Common Areas and Facilities and the right to enter into and upon any part of the Lot and the Estate with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit PROVIDED ALWAYS THAT the exercise of any of such rights shall not affect or interfere with the exclusive use, occupation or enjoyment by other Owners or Occupiers of the Units which such Owners own nor impede access to the Owners' Units PROVIDED THAT any payment received for the approval before the exercise of the right and any consideration received as a result of the exercise of the right under this Sub-clause shall form part of the Special Fund for the benefit of all Owners and be applied towards the management and maintenance of the Lot and the Estate.
- (g) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence for the benefit of

the Lot and the Estate subject to the prior approval of the Owners' Committee or the Owners' Corporation if formed PROVIDED THAT the exercise of such right shall not affect or interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns.

- (h) The right and privilege to surrender or assign or dedicate or part with possession of any part or parts of the Lot and/or the Estate (other than the Units) which is required to be surrendered or assigned to the Government or dedicated for public use pursuant to the requirement under the Government Grant or whenever required by the Government free from any claim or demand of any Owner including but without limitation any claim for compensation provided that an Owner's right to hold use occupy and enjoy his Unit shall not be interfered with and provided further that the exercise of the right shall be restricted to Units which have not been sold or assigned by the First Owner and shall not impede access to the Owners' Units.
- (i) Subject to the prior approval of the Owners at an Owners' meeting convened under this Deed, the right at its own cost and expense to alter the use of any part of the Estate to other uses and to apply to, negotiate and agree with the Government with a view to amend, vary or modify the Government Grant (including the plan(s) annexed thereto) or any conditions thereof or subject to the approval of the Owners' Committee (if formed) to procure a licence or easement from the Government for installing on government land pipes, sewers, subways or other facilities serving the Lot and/or the Estate or any part thereof in such manner as the First Owner may deem fit without the concurrence or approval of any other Owners and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in the Owners and any such alteration or amendment or variation or modification or licence or easement shall be binding on and for the benefit of the Owners and no such alteration or amendment or variation or modification or licence or easement shall give to any Owner any right of action against the First Owner Provided That the exercise of this right shall not interfere with an Owner's right and privilege to hold, use and enjoy his Unit provided further that the First Owner shall be fully responsible for any relevant premium or premia (if any) payable to the Government including administrative fees unless such amendment variation or modification of the Government Grant is required by the Government and any monetary compensation so obtained by the First

Owner shall go into the respective management funds insofar as it relates to that part of the Lot and the Estate.

- (j) The right to utilize in whole or in part the balance of the maximum plot ratio, buildable floor area and/or site coverage of the Lot for the time being permitted under the Buildings Ordinance or under the Government Grant or otherwise including any concessions or bonus which may be granted by the Building Authority or obtained as a result of modification of the Government Grant.
11. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner to be their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their acts and deeds deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 10 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 deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant and to ratify and confirm all that the First 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.
- (b) Each Assignment of the Units shall include a covenant in substantially the following terms : "The Purchaser covenants with the Vendor for itself and as agent for Denco Properties Limited ("the Company") 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 Estate and be enforceable by the Company and their successors and assigns that :-
- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 10 of a Deed of Mutual Covenant and Management Agreement dated the 27th day of September 2023 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 Company;

- (ii) the Covenantee Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company; and
 - (iii) the Covenantee Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenantee 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 Company as aforesaid and the Covenantee 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
 - (iv) in the event of the Covenantee Purchaser selling or otherwise disposing of the Property, the Covenantee 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 (i), (ii) and (iii) hereinbefore contained."
- (c) For the purposes of Clauses 10 and 11 of this Deed, the expression "First Owner" shall exclude its assigns.

SECTION III

MANAGER AND MANAGEMENT CHARGES

12. (a) Subject to the provisions of the Ordinance, the parties hereto have agreed with the DMC Manager for the DMC Manager to undertake the management and maintenance of the Lot and the Estate for a term of two (2) years from the date of this Deed and to be continued thereafter until termination of the DMC Manager's appointment in the manner hereinafter provided PROVIDED THAT nothing herein shall restrict or prohibit the termination of the appointment of

the DMC Manager during such initial term or at any time thereafter under the following circumstances :-

- (i) the appointment is terminated by the DMC Manager by giving not less than three (3) calendar months' notice of termination in writing by sending such notice to the Owners' Committee or where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, by giving such a notice on each of the Owners and by displaying such notice in a prominent place in the Estate. For this purpose, service of such notice to an Owner may be given by delivering it personally upon the Owner; or by sending it by post to the Owner at his last known address; or by leaving it at the Unit owned by the Owner or depositing it in the Owner's letter box for that Unit; or
 - (ii) prior to the formation of the Owners' Corporation, upon the passing of a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than 50% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities), the appointment of the DMC Manager may be terminated without compensation by the Owners' Committee giving to the DMC Manager not less than three (3) calendar months' notice of termination in writing; or
 - (iii) in the event that the DMC Manager is wound up or has a receiving order made against it.
- (b) (i) Where an Owners' Corporation has been formed, an Owners' Corporation may, by a resolution of a majority of the votes of the Owners voting either personally or by proxy (for the purpose of this Sub-clause, only the Owners of Undivided Shares who pay or who are liable to contribute towards the Management Charges relating to those Undivided Shares shall be entitled to vote) and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) to be determined at a general meeting convened for the purpose, remove the DMC Manager without compensation by the Owners' Corporation giving to the DMC Manager not less than 3 calendar months' notice of termination in writing. In this respect, such resolution shall have effect only if such notice of termination is in writing; the length of notice specified therein is for a period of not less than 3 calendar months or, in lieu of notice, pay

to the DMC Manager a sum equal to the amount of remuneration which would have accrued to him during that period; such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and such notice and the copy of the resolution is served upon the DMC Manager not more than 14 days after the date of the meeting. For this purpose, service of such notice and the copy of the resolution required to be served may be given by delivering them personally upon the DMC Manager; or by sending them by post to the DMC Manager at its last known address. The reference in this Sub-clause (b)(i) above to "the Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.

- (ii) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Sub-clause (b)(i) above applies to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.
 - (iii) Sub-clause (b)(ii) above operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.
- (c) If a notice to terminate a Manager's appointment is given under Sub-clause (b) above :-
- (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (ii) if no such appointment is approved under Sub-clause (c)(i) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
- (d) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Estate, and the Owners' Corporation has appointed a Manager under Sub-clause (c)(ii) above, the Owners' Corporation shall be deemed to have given that person an instrument of indemnity under which the

Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that Sub-clause that may otherwise render that person liable for a breach of that undertaking or agreement.

- (e) Sub-clauses (b) to (d) above are subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under section 34E(4) of the Ordinance but does not apply to any single manager referred to in that section.
- (f) Subject to Sub-clause (g) below, if the Manager's appointment ends for any reason, the Manager shall, as soon as practicable after the Manager's appointment ends, and in any event within 14 days of the date of the Manager's appointment ends, deliver to the Owners' Committee (if any) or a Manager appointed in its place any movable property in respect of the control, management and administration of the Lot and the Estate that is under the Manager's control or in the Manager's custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (g) If the Manager's appointment ends for any reason, the Manager shall within 2 months of the date the Manager's appointment ends:-
 - (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's appointment ended, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
 - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of account, papers, documents, plans and other records which are required for the purposes of Sub-clause (g)(i) above and have not been delivered under Sub-clause (f) above.

13. Upon termination of the Manager's employment in whatever manner this may occur, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager

hereunder and the Owners' Committee shall on behalf of the Owners enter into a management agreement with such new manager defining its rights duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Estate be without a responsible duly appointed manager to manage the Estate after the issue of an Occupation Permit covering the same.

14. (a) The Manager's Fee, being the remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual Management Expenses (excluding the amount for the Manager's Fee and any capital expenditure or expenditure drawn out of the Special Fund) necessarily and reasonably incurred in the good and efficient management of the Lot and the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Owners shall pay to the Manager the Manager's Fee hereunder in advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month. No variation of the percentage of total annual expenditure against which the Manager's Fee is calculated shall be made except with approval by a resolution of Owners at an Owners' meeting convened under this Deed. Provided That in calculating the Manager's Fee under this Clause, the Owners may by a resolution of Owners at an Owners' meeting convened under this Deed decide to include in such calculation any capital expenditure or expenditure of a kind not incurred annually or expenditure drawn out of the Special Fund at the rate of ten per cent (10%) or at such lower rate as the Owners may consider appropriate.
- (b) The Manager's Fee as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, bonuses, compensation, severance payment and fees for any staff employed within the Estate, facilities, accountancy services or other professional supervision for the Lot and the Estate and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the Management Funds.
- (c) The Manager shall prepare a budget annually showing the estimated expenses which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) are reasonably necessary or required for the management and maintenance of the Lot and the Estate as a whole.

15. (a) Subject to Sub-clauses (c), (e), (f) and (h) below, the total amount of Management Charges payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Lot and the Estate shall be the total proposed expenditure during that year as specified by the Manager in accordance with Sub-clause (b) below.
- (b) In respect of each financial year and to enable the Manager to determine the Management Charges payable by the respective Owners of the Estate, the Manager shall:-
- (i) prepare three separate and independent draft annual Management Budgets under Clause 16 of this Deed within 2 months before the financial year setting out the estimated management expenditure of the Lot and the Estate during the financial year;
 - (ii) send a copy of each of the draft annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the draft annual Management Budgets in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft annual Management Budgets a notice inviting each Owner to send his comments on the draft annual Management Budgets to the Manager within a period of 14 days from the date the draft annual Management Budgets were sent or first displayed;
 - (iv) after the end of that period, prepare annual Management Budgets specifying the total estimated management expenditure during the financial year and for the purposes of the preparation of such annual Management Budgets, the Manager may alter any of the draft annual Management Budgets based on the suggestions made by the Owners' Committee or the Owners but shall not be obliged to do so;
 - (v) send a copy of each of the annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the annual Management Budgets in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.

- (c) Where, in respect of a financial year, the Manager has not complied with Sub-clause (b) above before the start of that financial year, the total amount of the Management Charges for that year shall :-
- (i) until the Manager has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year;
 - (ii) when the Manager has so complied, be the total estimated management expenditure specified in the annual Management Budgets for that financial year, and the amount that the Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (d) Where any of the annual Management Budgets has been sent or displayed in accordance with Sub-clause (b)(v) above and the Manager wishes to revise the same, the Manager shall follow the same procedures in respect of the revised annual Management Budget as apply to the draft annual Management Budget and the annual Management Budget by virtue of Sub-clause (b) above.
- (e) Where a revised annual Management Budget is sent or displayed in accordance with Sub-clause (d) above, the total amount of the Management Charges for that financial year shall be the total management expenditure or estimated management expenditure specified in the revised annual Management Budget and the amount that Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that an annual Management Budget or a revised annual Management Budget for a financial year is sent or first displayed in accordance with Sub-clause (b) or Sub-clause (d) above, the Owners' Corporation decides, by a resolution of the Owners, to reject the annual Management Budget or the revised annual Management Budget, as the case may be, the total amount of the Management Charges for the financial year shall, until another annual Management Budget or revised annual Management Budget is sent or displayed in accordance with Sub-clause (b) or Sub-clause (d) above and is not so rejected under this Sub-clause, be deemed to be the same as the total amount of the Management Charges (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any of the draft annual Management Budgets, annual Management Budgets or

revised annual Management Budgets, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.

- (h) For the purposes of the Sub-clauses (a) to (g) of this Clause 15 above, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Fee.
- (i) The Management Expenses shall cover all expenditure which is to be expended for the benefit of all Owners or required for the proper good and efficient management and maintenance of the Lot and the Estate and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses :-
 - (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof;
 - (ii) the expenses for cultivation, irrigation and maintenance of the planters, landscaped areas on the Common Areas and Facilities;
 - (iii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
 - (iv) the remuneration and related expenses for the provision of property management services for the Lot and the Estate and the cost (including but not limited to salaries, bonuses, compensation, severance payment and medical insurance) of employing executives, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, and such other staff to manage and administer the Lot and the Estate and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
 - (v) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures constructed or to be constructed for the support of the Estate and the drains nullahs sewers pipes water mains and channels and such other areas whether within or outside the Lot that are required to be maintained under the Government Grant;

- (vi) the Government rent of the Lot payable under the Government Grant
Provided only if no apportionment or separate assessments have been made for individual Units and the Manager decides, in its discretion, that the same shall be included as part of the Management Expenses and the rent (if any) in respect of the Common Areas and Facilities;
- (vii) the expenses of refuse collection, storage and disposal in respect of the Lot and the Estate and the Common Areas and Facilities;
- (viii) the premia for insurance of the Common Areas and Facilities against damage by fire and such other perils up to the full new reinstatement value thereof and of the Manager against third party or public liability or occupiers' liability or employees' compensation risks and any other insurance policy considered necessary by the Manager;
- (ix) legal and accounting and surveying fees and all other professional fees and costs properly and reasonably incurred by the Manager in carrying out the services provided by this Deed;
- (x) all costs incurred in connection with the maintenance and management of the Common Areas and Facilities;
- (xi) the cost of inspecting, repairing and maintaining the Slopes and Retaining Walls the maintenance of which is the liability of the Owners under the Government Grant, this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual;
- (xii) the licence fees payable to the Government for laying of drains and channels which serve the Estate within or under the Government land adjacent to the Lot;
- (xiii) any other costs, charges and expenses properly and reasonably incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed in respect of any part or parts of the Lot and the Estate;
- (xiv) all costs and expenses incurred in connection with keeping and maintaining the landscaped works, including the Greenery Areas, provided pursuant to Special Condition No.(9) of the Government Grant in accordance with Special Condition No.(9)(d) of the Government Grant;
- (xv) the costs of operating and maintaining the Recreational Facilities;

- (xvi) the costs incurred in connection with the control, management and maintenance of the A/C Rooms and the common facilities therein;
- (xvii) the costs and expenses for providing suitable CCTV imaging device and trained personnel to operate the device, or for securing a contract with a service provider for conducting inspection of the Concealed Drainage Pipes by a suitable CCTV imaging device, including regular inspection on a specified interval as proposed by the Authorized Person or any authorized person (as defined in the Buildings Ordinance (Cap.128)) as appointed by the Manager to alert any early signs of water leakage and pipe joints/pipe brackets conditions;
- (xviii) all costs and expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire services system serving the Open Kitchen Units;
- (xix) all costs and expenses incurred by the Manager for the repair, maintenance and reinstatement of the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate;
- (xx) tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided However That any tax payable on the Manager's Fee shall be borne and paid by the Manager;
- (xxi) a sum for contingencies; and
- (xxii) any other items of expenditure which are necessary for the administration, management and maintenance of the Lot and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses reasonably and necessarily incurred by the Manager in respect thereof or such proportionate part thereof and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the Lot and the Estate as well as any other lands, developments and buildings in such manner as shall be reasonably determined by the Manager having regard to the relevant circumstances.

16. (a) The Manager shall prepare the following three separate and independent budgets showing the total management expenditure of the Estate for the

ensuing year (in consultation with the Owners' Committee except for the first year) :-

- (i) the Estate Management Budget which shall show the estimated Estate Management Expenses and the Manager's Fee with reference to the Estate Management Expenses;
 - (ii) the Residential Management Budget which shall show (aa) the estimated Residential Management Expenses and the Manager's Fee with reference to the Residential Management Expenses, and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to all the Residential Units bears to the total number of Management Units allocated to the Estate as specified in the Fourth Schedule hereto; and
 - (iii) the Car Park Management Budget which shall show (aa) the estimated Car Park Management Expenses and the Manager's Fee with reference to the Car Park Management Expenses and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to all the Parking Spaces bears to the total number of Management Units allocated to the Estate as specified in the Fourth Schedule hereto.
- (b) The Manager must keep separate management accounts for each of the above budgets. For the avoidance of doubt it is expressly agreed and declared that each of the above budgets shall be treated as completely separate and independent to the intent that any surplus or deficit in one account shall not be taken into account in any other account.
- (c) (i) Subject to Sub-clauses (ii) and (iii) below and further subject to provision in Schedule 7 to the Ordinance, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:-
- (A) the supplies, goods or services are procured by invitation to tender; and

- (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance.
- (ii) Subject to Sub-clause (iii), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), unless :-
 - (A) if there is an Owners' Corporation :-
 - (I) the supplies, goods or services are procured by invitation to tender; and
 - (II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the said Ordinance; and
 - (III) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
 - (B) if there is no Owners' Corporation :-
 - (I) the supplies, goods or services are procured by invitation to tender; and
 - (II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the said Ordinance; and
 - (III) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (iii) Sub-clauses (i) and (ii) do not apply to any supplies, goods or services which but for this Sub-clause would be required to be procured by invitation to tender (referred to in this Sub-clause as "relevant supplies, goods or services"):
 - (A) Where there is an Owners' Corporation, if :-
 - (I) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the

time being supplied to the Owners' Corporation by a supplier; and

- (II) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

(B) Where there is no Owners' Corporation, if :-

- (I) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
- (II) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

17. (a) Each Owner (including the First Owner) shall be personally liable to contribute towards the Management Charges 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 of the Management Charges.

(b) 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 in the following manner :

- (i) The Owner of each Residential Unit shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all the Residential Units as specified in the Fourth Schedule hereto.

- (ii) The Owner of each Parking Space shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Car Park Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Parking Space bears to the total number of Management Units allocated to all the Parking Spaces as specified in the Fourth Schedule hereto.
- (c) **PROVIDED ALWAYS THAT:-**
 - (i) where at any time any budgets prepared by the Manager are revised as hereinbefore provided 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 Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges 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;
 - (ii) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the budget for the then financial year shall have been prepared and approved 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.
- (d) Notwithstanding anything herein contained but subject to Sub-clause (e) below, where the Manager or the Owners' Corporation acquires Undivided Shares relating to the Common Areas and Facilities as trustee for all the Owners pursuant to the provisions of the Government Grant and this Deed then the Owner of such Undivided Shares relating to the Common Areas and Facilities shall be exempted from contributing to the Management Charges as provided in this Deed.
- (e) The Management Expenses attributable to the use and passage of the Car Park Common Areas and Facilities for the purpose of access to and from the Visitors' Parking Spaces, Accessible Parking Spaces, Bicycle Parking Spaces and Loading and Unloading Spaces as referred to in Clause 4 of Part A of the Second

Schedule to this Deed shall be paid by the Manager out of the account of the Residential Management Budget for the benefit of the Owners of the Car Park by transferring the amount of such Management Expenses to the account of the Car Park Management Budget on a monthly basis. The amount of such monthly contribution to the Car Park Management Budget required to be made in respect of each Visitors' Parking Space, Accessible Parking Space and Loading and Unloading Space shall be the same amount of the monthly contribution to the Car Park Management Budget payable by the Owner of each Parking Space which he owns.

18. (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 financial year, the Manager may subject to prior consultation with the Owners' Committee 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 Deed 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 financial year.
- (b) In the event of a surplus of income over expenditure for a financial year, the surplus shall be treated as an accumulated surplus for the following financial year.
19. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include :-
 - (a) any sum attributable or relating to the cost of completing the construction of the Estate or any part thereof which sum shall be borne solely by the First Owner;
 - (b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which sums shall be borne by the Owner or Owners for the time being thereof;
 - (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit together with the

plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof.

20. Where any expenditure relates solely to or is solely for the benefit of any Unit(s) then the full amount of such expenditure shall be borne by the Owner(s) of such Unit(s).
21. (a) The Manager shall after the execution of this Deed, establish and maintain three separate components of the Special Fund respectively for the Estate Common Areas and Facilities, the Residential Common Areas and Facilities and the Car Park Common Areas and Facilities to meet expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services. It is hereby agreed and declared that each component of the Special Fund shall be a trust fund managed by the Manager, but all sums in such funds shall be the property of the Owners or as the case may be, the Owners of the Residential Development and the Owners of the Car Park. For the avoidance of doubt, it is expressly declared that all the abovementioned components of the Special Fund shall be treated as completely separate and independent funds so that any surplus or deficit in one fund shall not be taken into account in the other funds.
- (b) Subject to Sub-clause (c) below, each Owner (save and except the First Owner as provided in Sub-clause (c) below) shall upon taking up the assignment of his Undivided Shares from the First Owner deposit with the Manager a sum equivalent to two (2) months' management contribution based on the first annual Management Budget as an initial total contribution to all the relevant component(s) of the Special Fund Provided That if an Owner is liable to contribute to more than one Special Fund, the Manager shall apportion such initial total contribution to such Special Funds in such reasonable manner as the Manager may deem fit.
- (c) The First Owner shall in respect of any Unit(s) in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date on which the First Owner is in a position validly to assign those Unit(s) (i.e. when the consent to assign or Certificate of Compliance has been issued), whichever is the later,

deposit with the Manager a sum equivalent to two (2) months of its monthly contribution to the Management Charges based on the relevant first annual Management Budget as an initial contribution to the relevant part(s) of the Special Fund in the respective amount specified in Sub-clause (b) above in respect of such unsold Unit(s).

- (d) Each Owner covenants with the other Owners that he shall also on demand pay to the Manager such further periodic contributions to the Special Fund. The amount to be contributed in each financial year and time when those contributions shall be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
- (e) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the relevant component(s) of the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (f)
 - (i) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) interest-bearing accounts, the title of which shall refer to the Special Fund for the Estate, and shall use those accounts exclusively for the purpose referred to in Sub-clause (a) above.
 - (ii) Without prejudice to the generality of Sub-clause (f)(i) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the Special Fund.
 - (iii) The Manager shall display a document showing evidence of any account opened and maintained under Sub-clauses (f)(i) and (ii) above in a prominent place in the Estate.
- (g) The Manager shall without delay pay all money received by the Manager in respect of the relevant component(s) of the Special Fund into the relevant account(s) opened and maintained under Sub-clause (f)(i) above or if there is an Owners' Corporation, the account or accounts opened and maintained under Sub-clause (f)(ii) above.
- (h) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the relevant component(s) of the Special Fund unless it is for

a purpose approved by a resolution of the Owners' Committee (if any), the Owners' Corporation (if formed) or the Owners at a meeting of the Owners. The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Estate.

- (i) The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
22. (a) Subject to Sub-clause (b) below, each Owner (save and except the First Owner) shall upon taking up the assignment of his Undivided Shares from the First Owner :-
- (i) pay to the Manager a sum equivalent to one (1) month's management contribution based on the first annual Management Budget payable by him in respect of his Unit(s) as payment in advance of management contribution of his Unit(s);
 - (ii) 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 equal to three (3) months' management contribution based on the first annual Management Budget payable by him in respect of his Unit(s) which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed and which deposit shall be transferable;
 - (iii) pay to the Manager in respect of each Residential Unit owned by such Owner a sum equivalent to one (1) month's management contribution based on the first annual Management Budget payable by him in respect of such Residential Unit of the relevant part of the Estate for defraying 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 Provided That any part of such sum not used for the aforesaid purpose shall be paid into the Special Fund; and
 - (iv) if the Owner has not paid the same to the First Owner, pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or part thereof which have been or will be paid by the Manager to the relevant utility companies and such due proportion of the deposits are transferable.

- (b) The First Owner shall in respect of any Unit(s) in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date on which the First Owner is in a position validly to assign those Unit(s) (i.e. when the Certificate of Compliance in respect of the Government Grant having been issued), whichever is the later :-
- (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by it under this Deed a sum equal to three (3) months' management contribution based on the first annual Management Budget payable in respect of such unsold Unit(s) which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferable;
 - (ii) pay to the Manager a sum equivalent to one (1) month's management contribution based on the first annual Management Budget in respect of such unsold Residential Unit in the relevant part of the Estate for defraying 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 Provided That any part of such sum not used for the aforesaid purpose shall be paid into the Special Fund.
- (c) In the event where any Owner shall carry out any fitting out work in his own Residential Unit, such Owner shall pay to the Manager a sum of HK\$5,000 or such other amount reasonably fixed by the Manager whose decision shall be final and binding upon the Owners in respect of such Residential Unit as deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the fitting out of his Residential Unit. If the Owner fails to pay on demand the said costs or any part thereof, the Manager shall have the power to apply the said deposit towards such costs and to further recover any deficit from the Owner. Upon completion of the fitting out work of his Residential Unit, if the Owner receives no demand for payment of the aforesaid costs or has made such payment, the Manager shall at the request of the Owner refund the deposit but without interest.

23. All outgoings (including Government rent, rates, Management Expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or

reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Estate held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

24. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion :-
- (a) With the agreement of the Owner concerned to levy and to retain a reasonable additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed, Provided That such charge shall form part of the Management Funds.
 - (b) To charge the Owner concerned a reasonable sum as administrative fee for granting and processing any consent (such consent shall not be unreasonably withheld) required from the Manager pursuant to this Deed Provided That such administrative fee shall be held by the Manager for the benefit of all Owners and shall form part of the Special Fund.
25. (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof not otherwise required to pay and contribute to the Management Expenses such sum or sums as the Manager shall consult with the Owners' Committee or the Owners' Corporation if formed and such sum or sums collected shall form part of the Management Funds.
- (b) All moneys, income fees, charges, penalties or other administrative fee received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Estate Rules shall form part of the Management Funds and
 - (i) in so far as they arise from or are attributable to the Residential Common Areas and Facilities be notionally credited to the budget for Residential Management Expenses;
 - (ii) in so far as they arise from or are attributable to the Car Park Common Areas and Facilities be notionally credited to the budget for Car Park Management Expenses;

- (iii) in so far as they arise from or are attributable to the Estate Common Areas and Facilities be notionally credited to the budget for Estate Management Expenses;

to the intent that in each case the notional credit or estimated notional credit shall be taken into account in the preparation of the relevant annual Management Budget or revised annual Management Budget.

26. If any Owner shall fail to pay the Manager any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager :-

- (a) Interest calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and
- (b) A collection charge of an amount not exceeding 10% of the amount due (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

Provided That all monies paid to the Manager by way of interest or collection charge shall form part of the Special Fund and treated as an income for the financial year in which such monies are paid.

27. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and legal costs (on a solicitor and own client basis) and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the costs of the Manager in such action and such defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the other Owners as a whole 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.

28. 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 terms or conditions of this Deed within 14 days from the date on which the same become payable, the amount thereof together with interest and the

collection charge at the rate and for the amount as aforesaid together with all costs and expenses which may be reasonably incurred in recovering or attempting to recover the same including the legal costs as aforesaid and in registering the charge hereinafter referred to shall stand charged on the Undivided Share(s) of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the relevant Land Registry against the Undivided Share(s) of such defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

29. Any charge registered as aforesaid shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share(s) of such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Lot and the Estate held therewith and the provisions of Clause 27 of this Deed shall apply equally to any such action.
30. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner and any person occupying any part of the Lot and the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of the Deed and of the Estate Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 27 of this Deed shall apply to all such proceedings.
81. Subject to Clause 65 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Lot and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Estate and any surplus thereof shall form part of the Management Funds.
82. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made.
83. All money paid to the Manager including but not limited to those sums collected pursuant to this Deed and those by way of interest and collection charges and the interest earned on interest bearing bank accounts opened and maintained by the

Manager pursuant to this Deed where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank.

34. Any person ceasing to be the Owner of any Undivided Share(s) in the Lot and the Estate shall in respect of the Undivided Share(s) of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit(s) paid under this Deed and his contributions towards the relevant component(s) of the Special Fund paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the Undivided Shares in the Lot and the Estate PROVIDED THAT any deposit paid under Clause 22(a)(ii) may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 65 of this Deed, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished in proportion to their Management Units.
35. The first financial year shall, for the purposes of the Management Budgets, commence from the date of this Deed and shall run until the 31st day of December in that year unless that period shall be less than six months in which event the first financial year shall run until the 31st day of December in the following year. 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 and such financial year shall not be changed until the expiry of a period of 5 years from the last change of financial year or from the first financial year except with the prior approval by a resolution of the Owners' Committee (if any).
36. (a) (i) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of the Owners for the time being of the Estate and the Manager shall use that account exclusively in respect of the management of the Lot and the Estate.
- (ii) Without prejudice to the generality of the foregoing, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated

as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the management of the Estate.

- (iii) The Manager shall display a document showing evidence of any account opened and maintained under this Clause 36(a) in a prominent place in the Estate.
- (b) Subject to Sub-clauses (c) and (d) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Lot and the Estate into such interest-bearing account maintained by the Manager under Sub-clause (a) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Sub-clause (a) of this Clause.
- (c) Subject to Sub-clause (d) below, the Manager may, out of money received by the Manager in respect of the management of the Lot and the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is approved or determined from time to time by a resolution of the Owners' Committee (if any).
- (d) The retention of a reasonable amount of money under Sub-clause (c) above or the payment of that amount into a current account in accordance with Sub-clause (c) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (e) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Lot and the Estate.
- (f) The Manager shall maintain proper books or records of account and other financial records of all payments made to and all expenditure incurred by the Manager in the exercise of its powers and duties hereunder and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years. In addition, 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 and a balance sheet in respect of its management of the Lot and the Estate for that period and shall display a copy of the summary and balance sheet in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.

37. Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that preceding financial year and display a copy thereof in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days. Each income and expenditure account and balance sheet shall be certified by a firm of accountants appointed by the Manager and shall provide an accurate summary of all items of income and expenditure during that preceding financial year including details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund and the amount of money that will be then needed. The Manager shall permit any Owner, at any reasonable time, to inspect the books and records of account and any income and expenditure account or balance sheet and shall on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.
38. Prior to the formation of the Owners' Corporation, the Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, require the annual accounts to be audited by an independent auditor of their choice. If there is an Owners' Corporation and the Owners' Corporation decides by a resolution of the Owners, that any income and expenditure account and balance sheet prepared by the Manager as aforesaid should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and shall permit any Owner at any reasonable time to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet. The Manager shall also upon payment of a reasonable copying charge supply any Owner with a copy or copies of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both as requested by such Owner.
39. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Estate for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably APPOINTS the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorised under this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority but subject to the provisions of the Ordinance to do all such acts and things as may be necessary or expedient for or in

connection with the Lot and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing:-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
- (b) To manage, maintain and control the parking of vehicles in the Common Areas and Facilities and to remove any cars parked in any area not reserved for parking or car parked in any space without the permission of the Manager;
- (c) Unless otherwise directed by the Owners' Corporation, to insure and update insurance to the full new reinstatement value in respect of the Common Areas and Facilities as comprehensively as reasonably possible and in particular against loss or damage by fire and such other perils as the Manager shall deem fit, and in respect of public liability and occupiers liability and liability as employer of the employees of the Manager employed in connection with the management of the Lot and the Estate with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Estate according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Lot and the Estate;
- (e) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities and to keep the same well-lighted;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, improve, renovate, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Estate and those parts of the external walls (including the curtain walls thereof) which form parts of the Common Areas and Facilities, elevations, facade, canopies, architectural fixtures and fittings thereof but excluding windows and window frames except those situate in the Common Areas and Facilities and excluding the openable parts and such pieces of glass panels forming part of the curtain wall structures of the Residential Development and wholly enclosing or fronting a Residential Unit PROVIDED HOWEVER THAT in respect of the Estate the Manager shall have the power at the expense of the Owner concerned to replace broken window

glass if any such shall be broken and remain unreplaced for 7 days (except in the case of emergency) after the Manager shall have served a notice on the Owner or Occupier of the part of the Estate concerned requiring him to replace the same;

- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Facilities and the Green and Innovative Features (other than those parts thereof forming part of a Unit) and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities as the Manager shall deem appropriate and maintain the same;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and subject to the prior approval of the Owners' Committee (if formed) to extend or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable and to keep the lifts, escalators (if any) and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's reasonable discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land 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 the Estate 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;
- (l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior or interior of the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any glass in the Common Areas and Facilities that may be broken;
- (n) To keep in good order and repair the ventilation system (if any) of the enclosed part or parts of the Common Areas and Facilities;

- (o) To prevent refuse from being deposited on the Lot and the Estate or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Lot and the Estate and arrange for its disposal at such regular intervals and to maintain in or off the Lot and the Estate refuse collection facilities to the satisfaction of the relevant Government authorities;
- (p) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (q) To choose from time to time the colour and type of facade of the Common Areas and Facilities;
- (r) 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 Lot and the Estate or any part thereof;
- (s) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Lot and the Estate at all times;
- (t) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Lot and the Estate or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant or this Deed and to demand and recover on a full indemnity basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damage caused thereby to the satisfaction of the Manager;
- (u) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Estate of all legal proceedings relating to the Lot and the Estate (except proceedings relating to the rights or obligations of individual Owners) 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 authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;

- (v) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Estate in any manner in contravention of the Government Grant, the Occupation Permit or this Deed;
- (w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate of any provisions of the Government Grant or this Deed;
- (x) To prevent any person from detrimentally altering or injuring any part or parts of the Lot and the Estate or any of the Common Areas and Facilities thereof;
- (y) To prevent any person from overloading the floors or lifts of the Estate or any part or parts thereof;
- (z) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Estate;
- (aa) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Lot and the Estate 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 in accordance with the provisions of this Deed;
- (ab) Subject to Clause 16(c) above, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants and contractors, for and in connection with the management and maintenance of the Lot and the Estate and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Lot and the Estate;
- (ac) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant and this Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (ad) To ensure that all Owners or Occupiers of any part of the Estate maintain the Units (including any Green and Innovative Features forming part thereof) owned or occupied by them in a proper and satisfactory manner and if there be any default on the part of any such Owners or Occupiers and such default

continues after notice has been given by the Manager to such Owners or Occupiers, may but shall not be bound to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupiers;

- (ae) To charge the Owners for the temporary or permanent use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris Provided That such charges shall form part of the Special Fund;
- (af) To charge the Owners for all costs and consultant's fees incurred in granting any consent required from the Manager in accordance with the provisions of this Deed;
- (ag) Subject to the prior approval of the Owner's Committee or the Owners' Corporation (if any), if the Manager shall in its discretion deem fit to operate or contract for the operation of the shuttle bus services for the use and benefit of the residents of the Residential Units and their bona fide guests, visitors and invitees and during such times and at such intervals and to such destinations as the Manager may agree with the Owners' Committee and the Owners' Corporation if formed and to charge the users of the shuttle bus services such reasonable fares as the Manager may agree with the Owners' Committee and the Owners' Corporation if formed PROVIDED THAT any fares received shall be credited to the Management Funds and to terminate and/or suspend such shuttle bus services at any time or times as the Manager may agree with the Owners' Committee and the Owners' Corporation if formed;
- (ah) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed, may but shall not be bound to enter with or without workmen at all reasonable times on written notice (except in case of emergency) into all parts of the Estate including any Unit for the purpose of inspecting the plumbing and drainage facilities and any other services and facilities and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak;
- (ai) Subject to Clause 41 of this Deed, to enter with or without workmen on reasonable written notice (except in case of emergency) into and upon the flat

roofs or roofs or gardens forming part or parts of a Unit and to lay, maintain, alter, repair or remove any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and to erect thereon scaffolding platform and other equipment for repairing or maintaining such plumbing and drainage facilities or other services and facilities of the Estate Provided That as little disturbance as possible shall be caused and Provided Further That the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for the negligent, dishonest wilful or criminal acts of the Manager and its workmen, contractors and agents;

- (aj) To post the address of the Unit of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Estate;
- (ak) Subject to the Government Grant and to the prior approval of the Owners' Committee (if formed), to grant such easements, quasi-easements, rights, privileges and licences as it shall be necessary to ensure the efficient management of the Lot and the Estate PROVIDED THAT the exercise of the right under this Sub-clause shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units and any payment received shall be credited to the Special Fund;
- (al) To ensure that no hawkers shall carry on business on any part of the Lot or the Estate and remove any hawker found to be so doing and to post up and display notices to the effect that hawker is prohibited on the Lot and the Estate prominently near all entrances of the Lot and the Estate;
- (am) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (an) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate as a whole;
- (ao) Subject to the prior approval of the Owner's Committee or the Owners' Corporation (if any), to grant franchises, leases, tenancy agreements and licences to other persons to use the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion think fit or consider appropriate PROVIDED THAT all

income arising therefrom shall form part of the Management Funds and be dealt with in accordance with the provisions of this Deed;

- (ap) To remove any dogs, cats or other animals or fowls from the Lot and the Estate if the same are brought into the Lot and the Estate and has been the cause of reasonable complaint (in the sole discretion of the Manager) by the Owners or Occupiers of at least 2 Residential Units;
- (aq) To provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Estate as the Manager shall in its sole discretion consider desirable;
- (ar) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any), to make, revoke or amend the Estate Rules (including but not limited to Estate Rules to require the Owners and Occupiers of the Estate to dispose of their rubbish properly for waste separation and recycling purposes) as it shall deem appropriate which Estate Rules and any amendments thereto shall not be inconsistent with this Deed, the Ordinance and the Government Grant;
- (as) Subject as otherwise provided in this Deed to give or withhold its written consent or approval (which shall not be unreasonably withheld) to anything which requires its written consent or approval pursuant to this Deed or the Estate Rules and to impose reasonable conditions or additional conditions including payment of reasonable administrative fees relative thereto and where any consent or approval is required from the Manager by an Owner, any such administrative fees for the granting of such consent or approval shall be held by the Manager for the benefit of the Owners and paid into the Special Fund;
- (at) Subject to the prior approval of the Owners' Committee and the provision in this Deed or in the Ordinance, to do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Lot and the Estate for the better enjoyment or use of the Lot and the Estate by its Owners Occupiers and their licensees;
- (au) To impose reasonable charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities including the Recreational Facilities and their ancillary facilities in the Common Areas and Facilities, to remove or evict any person thereon who fails to comply with or is in breach of any Estate Rules relating to such facilities and to exclude any person who has been in persistent

breach of such Estate Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate;

- (av) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Lot to the Government storm water drains and sewers which are required to be connected pursuant to the Government Grant;
- (aw) Subject to Clause 41 of this Deed and subject to having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external wall, any balcony, utility platform, garden, flat roof or roof, scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Estate at reasonable times Provided That the Manager shall make good any damage caused thereby and shall ensure that the least disturbance is caused;
- (ax) To repair and maintain the drains and channels and drainage system whether within or outside the Lot serving the Estate which is required to be maintained pursuant to the Government Grant;
- (ay) To engage qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of any of the Slopes and Retaining Walls in compliance with the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance, repair and any other works in respect of the Slopes and Retaining Walls Provided That the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager is unable to collect the costs of the required works from all Owners pursuant to the terms of this Deed;
- (az) To take all steps necessary or expedient for complying with the Government Grant and any government requirements concerning the Lot and the Estate or any part thereof;

- (ba) To engage qualified personnel to inspect or carry out a structural survey of the Lot and the Estate or any part thereof including the drains and channels within or outside the Lot serving the Estate as and when the Manager deems necessary or desirable;
- (bb) To manage, maintain and control the Car Park and to remove any vehicles parked in any area in the Common Areas and Facilities not reserved for parking or any vehicles parked in any area in the Car Park not reserved for parking or any vehicles parked in any parking space without the consent of the Owner or lawful occupier of such parking space and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such parking spaces;
- (bc) At the request of the Owners' Corporation, to transfer to the Owners' Corporation the management of the Lot and the Estate free of costs or consideration and to assign the Undivided Shares relating to the Common Areas and Facilities to the Owners' Corporation, without costs or consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Owners' Corporation as trustee for all the Owners;
- (bd) To manage, maintain, control and regulate the use of the Bicycle Parking Spaces, Visitors' Parking Spaces and Loading and Unloading Spaces and to charge users thereof such fees as the Manager shall determine Provided That all fees should be paid to the Management Funds;
- (be) In the event of the covenants specified in Clause 8 of Section I hereof being in breach by the Owners of the Non-enclosed Areas, the Manager, without prejudice to the right of the other co-owners, shall have the right to demand the defaulting Owners to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as he may in his absolute discretion consider necessary to secure compliance with the aforesaid covenants. The defaulting Owners shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose;
- (bf) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited, to waste separation bins at such locations within the Common Areas as it may consider suitable and convenient to facilitate waste

separation and recovery by the Owners and Occupiers of the Estate. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and Occupiers of the Estate;

- (bg) To organize any activities as it may consider appropriate on a regular basis to promote the environmental awareness of the Owners and Occupiers of the Estate and to encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;
- (bh) To make Estate Rules to protect the environment of the Estate and to implement noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection;
- (bi) To maintain regularly on a recurrent basis the Works and Installations;
- (bj) To comply with the terms and conditions of the Government Grant;
- (bk) To maintain the transformer room and cable accommodations of the Estate and to carry out reinstatement work to the same if rendered necessary by the installation, repair or replacement of the equipment of CLP Power Hong Kong Limited or the various telecommunication companies;
- (bl) To carry out regular maintenance and regular monitoring of the prestressed ground anchors (if any) of the Estate throughout their service life to the satisfaction of the Director of Lands and to supply to the Director of Lands such report and information on all such monitoring works as the Director of Lands may from in his absolute discretion require;
- (bm) To maintain the fire hydrants, fire fighting appliances, water pumping connections and other fire service installations and equipment in the Lot or the Estate in good condition and to the satisfaction of the Director of Fire Services;
- (bn) To keep and maintain the landscaped works, including the Greenery Areas, provided pursuant to Special Condition No.(9) of the Government Grant in accordance with Special Condition No.(9)(d) of the Government Grant;
- (bo) To manage and facilitate various telecommunication companies in maintaining, repairing, upgrading, installing their telecommunication system and cabling works;
- (bp) Subject to Clause 41 of this Deed, upon reasonable notice (except in an emergency), to access into those Units consisting balcony, utility platform,

garden, flat roof or roof (with or without the Manager's agents, workmen and staff and with or without other appliances, equipment and materials) for operating the building maintenance system, including but not limited to the anchoring of the gondola or likewise equipment at the brackets located at the building perimeter along such part of the Common Areas and Facilities adjacent to a Unit (whether or not such anchors or brackets are located at the internal surface of the kerb abutting on a Unit) and/or the resting of the gondola or likewise equipment on the Unit for cleaning, maintaining and/or repairing the Common Areas and Facilities, provided always that the Manager shall at his cost and expense make good any damage caused to the Units. The Owner(s) of such Unit(s) shall not do or suffer to be done on such balcony, utility platform, garden, flat roof and/or roof anything which may cause obstruction to the brackets for anchoring of the gondola or likewise equipment and/or the resting of the gondola or likewise equipment thereon as aforesaid;

- (bq) To approve the installation of the electric vehicle charger(s) and associated equipment upon request by any Owners of the Parking Spaces. For the avoidance of doubt, the costs and expenses relating to and arising from such installation and future operating and maintenance costs shall be borne by such Owners absolutely. Notwithstanding anything herein contained to the contrary, the Manager reserves its absolute right to decline such approval if such installation (in the absolute opinion of the Manager) may affect the other Owners to use and enjoy their Units or the Common Areas and Facilities;
- (br) To carry out the maintenance and other necessary works for any drains and sewers connecting from the Lot to any Government storm-water drains and sewers (including but not limited to those connection works as more particularly described in Special Condition No.(33)(b) of the Government Grant), irrespective of whether such section of such connection works is constructed within the Government land or not; and to liaise with any relevant Government authorities for the maintenance and other works relating to the works of connection of such drains and sewers in accordance with the requirements as required by the Government (including but not limited to those requirements as more particularly described in Special Condition No.(33)(b) of the Government Grant);
- (bs) To provide suitable CCTV imaging device and trained personnel to operate the device, or secure a contract with a service provider for conducting inspection of the Concealed Drainage Pipes by a suitable CCTV imaging device, including regular inspection on a specified interval as proposed by the Authorized Person

or any other authorized person (as defined in the Buildings Ordinance (Cap.123)) as appointed by the Manager to alert any early signs of water leakage and pipe joints/pipe brackets conditions;

- (bt) To control, manage and maintain the A/C Rooms and to ensure the common facilities therein are in proper working condition;
- (bu) To lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system which serve the Estate;
- (bv) To grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the Lot and the Estate which the Manager shall reasonably deem appropriate PROVIDED THAT any income therefrom shall be credited to the Special Fund;
- (bw) To conduct regular inspection on an annual basis of the Open Kitchen Units to ensure that there is no alteration or removal of smoke detectors and alarm, sprinklers and the full height wall having a half hour fire rated barrier provided within such Units;
- (bx) To implement the Fire Safety Management Plan including but not limited to, assist the Owners of Open Kitchen Units in carrying out annual maintenance of the fire services system of the relevant Open Kitchen Unit and submit the maintenance certificate to the Fire Services Department;
- (by) To grant access to the relevant electricity providing company or the relevant telecommunication company or their respective staff, contractors, workers or agents a free and unobstructed right of way and vehicular access to go pass and repass and through the Estate to such areas of the Estate as provided by the First Owner to the relevant electricity providing company or the relevant telecommunication company to maintain the transformer room and cable accommodations of the Estate and to carry out reinstatement work to the same if rendered necessary by the installation, connection, repair or replacement of the equipment of the relevant electricity providing company or the relevant telecommunication company. For the avoidance of doubt, all materials and equipment provided by the relevant electricity providing company or the relevant telecommunication company shall at all times remain the ownership

and property of the relevant electricity providing company or the relevant telecommunication company (as appropriate);

- (bz) To permit the Water Authority and its officers, contractors, agents and workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part or parts thereof and the Development for carrying out the works more particularly referred to in Special Condition No.(38)(f) of the Government Grant;
- (ca) To do all such other things as are reasonably incidental to the management of the Lot and the Estate;

PROVIDED THAT except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the duties and powers of the Manager under this Clause shall not extend to those which relate to the effecting of any improvements to any facilities or services which involves an expenditure in excess of 10% of the relevant current annual Management Budget.

40. Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have the power:-

- (a) To charge the Owners for the use of fresh or flushing water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager Provided That such charges shall form part of the Management Funds;
- (b) To charge a prescribed fee for entry into and/or use of the Recreational Facilities or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit Provided That all such prescribed fees collected shall form part of the Management Funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;
- (c) Subject to the terms of the Government Grant, to charge a prescribed fee for entry into and/or use of any part of the Residential Common Areas and Facilities set aside for parking or loading and unloading of vehicles, whether temporary or otherwise, of such amount as the Manager shall in its reasonable discretion deem fit Provided That all such prescribed fees collected shall form part of the Management Funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;

- (d) To carry out the works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers to the satisfaction of the Director of Lands in accordance with Special Condition No.(33)(b) of the Government Grant.
41. The Manager shall have power to enter with or without workmen on prior reasonable written notice (except in the case of emergency) into all parts of the Lot and the Estate including any Unit for the purposes of inspecting, rebuilding, repairing, renewing, maintaining, cleaning or painting any part or parts of the Lot and the Estate and the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed Provided That the Manager shall cause as little disturbance as possible when carrying out such works and forthwith at his cost and expense make good any damage caused thereby and be responsible for dishonesty, negligent, wilful or criminal acts of the Manager its staff or contractors.
42. The Common Areas and Facilities shall be under the exclusive control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof Subject to the provisions of the Government Grant, the Ordinance and this Deed Provided That the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him.
43. The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among the Owners on any business relating to the management of the Estate. Subject to the provisions of the BMO, all acts and decisions of the Manager reasonably arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding on all the Owners for the time being.
44. (a) The Manager shall have power from time to time with the approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any) to make, revoke and amend Estate Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Estate and the Common Areas and Facilities or any part or parts thereof and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Estate Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall

be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.

- (b) Such Estate Rules (including any amendments) shall be supplementary to the terms and conditions contained in this Deed and shall not in any way conflict with such terms and conditions of this Deed, in the Ordinance or the Government Grant. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed the terms and conditions of this Deed shall prevail.
 - (c) Without prejudice to the generality of Sub-clause (b) hereof, the Manager shall be entitled, with the approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if formed) to make revoke and amend rules regulating and restricting the use of the Recreational Facilities including the fixing of the payment for use of any of the Recreational Facilities Provided That all such payments to the Manager shall form part of the Management Funds.
 - (d) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from non-observance of such Estate Rules by any third party.
 - (e) Subject to Clause 41 of this Deed, the Owner(s) of those Units consisting of garden, flat roof or roof shall grant to the Manager (and its agents, workmen and staff) the right to access into such Units (with or without other appliances, equipment and materials) and the right to operate the building maintenance system at reasonable time for cleaning, maintaining and/or repairing the Common Areas and Facilities and such Owners shall allow the building maintenance system (with or without other appliances, equipment and materials) to rest on the garden, flat roof or roof of such Units during such periods as the Manager may reasonably consider necessary and such Owners shall not do or suffer to be done on such garden, flat roof or roof anything which may cause obstruction to the resting of the building maintenance system (with or without other appliances, equipment and materials) on such garden, flat roof or roof.
45. (a) The Manager shall have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible

to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Estate in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.

- (b) The Manager shall have the right to appoint sub-manager to manage the Club House subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed) to let, hire, lease or licence all or any part of the Club House for the purpose of operating the facilities therein on such terms and conditions as the Manager shall in its absolute discretion deem fit Provided Always That all consideration such as fees and/or rent received from such hire, lease or licence shall form part of the Special Fund for the Estate Provided That the Manager shall not transfer or assign his rights or obligations under this Deed to any such persons and such persons must remain answerable to the Manager.
- 46. Subject to the provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods or services by the Manager or the Owners' Committee that involves an amount in excess of or likely to be in excess of \$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the annual budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Ordinance will apply to the Manager or the Owners' Committee with any appropriate variations.
- 47.
 - (a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slopes and Retaining Walls in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual.
 - (b) The Manager shall have full authority of 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 Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of Slopes and Retaining Walls. For the purpose of this Sub-clause, the reference to "the Manager" includes the Owners' Corporation, if formed.

- (c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.
- (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.
- (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Estate within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

SECTION IV

EXCLUSIONS AND INDEMNITIES

48. The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whosoever 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 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 Provided That nothing in this Deed shall be construed to exclude the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its servant, agent or contractors and no Owner shall be required to indemnify the Manager or its servant, agent or contractors from and against any action or claim arising out of any such act or omission. 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 Lot and the Estate, or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Lot and the Estate, or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- (e) theft, burglary or robbery within the Lot and the Estate;

UNLESS 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 contribution to the Management Expenses or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

49. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and Occupiers for the time being 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 or negligence of such Owner or any Occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the overflow of water or spread of fire therefrom and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Lot and the Estate or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by this Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers for which the Manager is not empowered by this Deed or for which the Manager has elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION V

OWNERS' COMMITTEE

50. (a) Within 9 months of the execution of this Deed, the Manager shall convene a meeting of the Owners to establish an Owners' Committee and to elect a chairman thereof.
- (b) The Owners' Committee shall consist of 7 members of which

(i) 6 members shall be elected by the Owners of the Residential Development,

(ii) 1 member shall be elected by Owner of the Car Park,

or such other number of members as the Owners may decide from time to time by resolution at a meeting of the Owners.

51. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once in every 3 months and the functions of the Owners' Committee shall be limited to the following :-

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the draft annual Management Budget, annual Management Budget and revised Management Budget prepared by the Manager;
- (d) the approval of the Estate Rules made from time to time by the Manager and any amendment or revocation thereof;
- (e) the liaising with the Manager in respect of all matters concerning the management of the Lot and the Estate;
- (f) to convene meetings of all the Owners;
- (g) to act as the Manager during such period as no Manager is appointed;
- (h) the appointment of accountants for audit of the annual accounts prepared by the Manager; and
- (i) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.

52. The following persons shall be eligible for membership of the Owners' Committee :-

- (a) Any Owner 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 and another appointment made at any time on notice in writing being given to the Owners' Committee.
- (b) Any adult family member of close connection with the Owner duly authorised by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on

notice in writing being given to the Owners' Committee. For the purpose of this Sub-clause, "family member of close connection with the Owner" shall mean any one of the grand-parents, parents, spouse, children, grand-children or siblings of the Owner. The Owner is obliged to provide satisfactory documentary proof to show his relationship with such family member upon request.

- (c) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
 - (d) The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not reduced below 5 and where the number is reduced to only 5 the quorum for its meeting shall be 5 Provided That if the number is reduced below 5, the members of the Owners' Committee may act for the purpose only of electing other member(s) of the Owners' Committee.
 - (e) A member of the Owners' Committee appointed by the Owners of any component part of the Estate may be removed from office and another person appointed in his place by notice in writing from the Owners of that component part addressed to the Owners' Committee.
53. A member of the Owners' Committee shall retire from office at every alternate annual general meeting following his appointment or election but shall be eligible for re-appointment or re-election but subject to this he shall hold office until :-
- (a) He resigns by notice in writing to the Owners' Committee; or
 - (b) In the case of an elected member he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
 - (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
 - (d) He becomes incapacitated by physical or mental illness or death; or
 - (e) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or
 - (f) He resides abroad; or

(g) He ceases to be an Owner of Undivided Shares.

In any of the events provided for in Sub-clauses (a), (c), (d), (e), (f) or (g) above, the Manager may convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created if the member concerned is an elected member, or the Owners who are entitled to appoint the member concerned shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member and if no meeting of the Owners has been convened or no appointment is made to fill the vacancy at a meeting of the Owners or by the Owners who are entitled to appoint the member concerned, the Owners' Committee may make an appointment to fill the vacancy till the next general meeting of the Owners.

54. The Owners' Committee shall meet at the requisition of the chairman or any 2 members of the Owners' Committee.
55. (a) Notice of a meeting of the Owners' Committee shall be given in writing by the Manager or the Owners' Committee or the person or persons convening the meeting upon each member of the Owners' Committee at least 7 days before the date of the meeting specifying the time, date and place of the meeting and the resolutions to be proposed.
- (b) The notice of meeting referred to in Sub-clause (a) above may be given :-
- (i) by delivering it personally to the member of the Owners' Committee;
 - (ii) by sending it by post addressed to the member of the Owners' Committee at his last known address; or
 - (iii) by leaving it at the member's Unit or depositing the notice in his letter box for his Unit.
56. (a) No business shall be transacted at any meeting by the Owners' Committee unless a quorum is present when the meeting proceeds to business. The quorum at a meeting of the Owners' Committee shall be at 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.
- (b) 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.

57. (a) The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing :-
- (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
 - (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (iii) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
 - (iv) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

Provided That no such rules or regulations shall be contrary to or inconsistent with the provisions of this Deed.

- (b) The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative shall act as a secretary to the Owners' Committee who shall have the right to attend all meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.
58. The following provisions shall apply in all meetings of the Owners' Committee :-
- (a) Subject to Sub-clause (b) below, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed;
 - (b) At a meeting of the Owners' Committee, each member present at the meeting shall have one vote on a question before the Owners' Committee and if there is an equality of votes, the chairman shall have, in addition to a deliberative vote, a casting vote.
59. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whosoever 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 in purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence by

or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee and the members thereof from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability or dishonesty or negligence on the part of any or all of the members of the Owners' Committee and all costs and expenses in connection therewith.

60. No remuneration shall be payable to the Owners' Committee or any member thereof but such members shall be entitled to be reimbursed for all out-of-pocket expenses necessarily and reasonably incurred in carrying out their duties.
61. The Owners' Committee shall cause to be kept records and minutes of :
- (a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;
 - (b) all resolutions and notes of proceedings of the Owners' Committee;
 - (c) the members present at all meetings.
62. The records and minutes of the Owners' Committee shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to copies of extracts therefrom on paying the reasonable charges therefor.

SECTION VI

MEETING OF OWNERS

63. From time to time as occasion may require there shall be meetings of the Owners to discuss and decide on matters concerning the Lot and the Estate and in regard to such meetings the following provisions shall apply :-
- (a) The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine months after the date of this Deed (and to convene further and subsequent meetings if required) to:
 - (i) appoint an Owners' Committee and the chairman thereof; or
 - (ii) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.
 - (b) (i) A meeting, other than the annual general meeting, may be validly convened by :-

- (A) the Owners' Committee;
 - (B) the Manager; or
 - (C) an Owner appointed to convene such a meeting by those Owners who in the aggregate have vested in them for the time being not less than 5% of the total number of Undivided Shares.
- (ii) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than fifteen (15) months following the first meeting of the Owners for the purpose of appointing the chairman and other members of the Owners' Committee and transacting any other business of which due notice is given in the notice convening such meeting.
- (c) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (d) (i) Every meeting shall be convened by at least fourteen (14) days' notice in writing given by the person or persons convening the meeting upon each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed.
- (ii) The notice of meeting referred to in under Sub-clause (d)(i) above may be given :-
- (A) by delivering it personally to the Owner;
 - (B) by sending it by post to the Owner at his last known address; or
 - (C) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (e) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 10% of the Owners shall be a quorum. For the purposes of this Sub-clause, the reference above to "10% of the Owners" shall :-
- (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Lot and the Estate is divided; and
 - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.

- (f) A meeting of the Owners shall be presided over by the chairman of the Owners' Committee or if the meeting is convened under sub-paragraphs (B) or (C) of Sub-clause (b)(i) above, the person convening the meeting.
- (g) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (h) Every Owner shall have one vote for each Undivided Share vested in him and every Owner may cast a vote personally or by proxy. Where two or more persons are the co-owners of an Undivided Share, the vote in respect of the Undivided Share may be cast :-
 - (i) by a proxy jointly appointed by such Owners;
 - (ii) by a person appointed by such co-owners from amongst themselves; or
 - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either by one of such co-owners personally or by proxy appointed 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 Undivided 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 Undivided Share in the register kept at the Land Registry shall be treated as valid.

In case of an equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

- (i) Votes may be given either personally or by proxy and in regard to the removal of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by the Manager.
- (j) An instrument appointing a proxy shall be in writing and in the form set out in Form 1 in Schedule 1A to the Ordinance and shall be signed by the Owner or if the Owner is a body corporate shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (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, if the meeting is convened under Sub-clause (b)(i)(B) above or Sub-clause (b)(i)(C) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote

on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

- (l) Any resolution on any matter concerning the Lot and the Estate passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to number of Undivided Shares held at such meeting shall be binding on all the Owners of the Lot and the Estate Provided as follows :-
- (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
 - (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
 - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under the Ordinance or this Deed.
 - (v) A resolution may be passed to dismiss the Manager by giving to the Manager not less than 3 calendar months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (m) Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) namely :-
- (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Government Grant or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease

term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Government Grant as aforesaid.

- (ii) A resolution to rebuild or redevelop the Estate or any part or parts thereof otherwise than in accordance with Clause 66.
 - (n) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
 - (o) For the purpose of this Clause, unless otherwise expressly stated, any reference to "Owner" or "Owners" shall exclude the Owner of the Common Areas and any reference to "Undivided Share" or "Undivided Shares" shall exclude the Undivided Shares allocated to the Common Areas and Facilities.
64. The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

SECTION VII

EXTINGUISHMENT OF RIGHTS

65. Notwithstanding any other provisions to the contrary herein contained, in the event of the Estate or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other causes so as to render the same substantially unfit for habitation, use or occupation, those Owners who in aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the total number of Undivided Shares allocated to that damaged part(s) of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of the damaged part(s) of the Estate and such meeting may resolve by not less than 75% of those Owners present at the meeting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the damaged part(s) of Estate then in such event the Undivided Shares in and of the damaged part(s) of the Estate 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 or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares (excluding the Owner of Undivided Shares allocated to the Common Areas and Facilities) in proportion to the respective number of Undivided Shares previously held by such former Owners (except the Manager) bears to the total number of Undivided Shares of the damaged part(s) of the Estate in question (excluding the Undivided Shares allocated to the Common Areas and Facilities). The resolution is to be binding upon all the Owners of the damaged part(s). All insurance money received in respect of any policy of insurance on the Estate or (as the case may be) the part thereof so affected shall likewise be distributed amongst such former Owners of Undivided Shares being sold and assigned to the Manager aforesaid. PROVIDED ALWAYS THAT if it is resolved by not less than 75% of those Owners present at the meeting to reinstate or rebuild the damaged part(s) of the Estate the Owners of the damaged part(s) of the Estate shall pay the excess of the cost of reinstatement or rebuilding the damaged part(s) of the Estate damaged as aforesaid over and above the proceeds recoverable from the insurance of the Estate or (as the case may be) the part thereof so affected in proportion to the respective number of Undivided Shares held by them bears to the total number of Undivided Shares of the damaged part(s) of the Estate in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the Estate or the relevant part thereof and be recoverable as a civil debt.

66. Notwithstanding any other provisions to the contrary herein contained, the following provisions shall apply to a meeting convened as provided in Clause 65 hereof :-

- (a) (i) The person convening the meeting of Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner of the damaged part(s) of the Estate, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting.
- (ii) The notice of meeting referred to in Sub-clause (a)(i) above may be given:-
 - (A) by delivering it personally to the Owner;
 - (B) by sending it by post to the Owner at his last known address; or
 - (C) by leaving it at the Owner's Residential Unit or depositing it in the letter box for that Residential Unit.

- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares allocated to the damaged part(s) of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place;
- (d) Every such meeting shall be presided over by the chairman of the Owners' Committee or, in his absence, the Owners present shall choose one of their members to be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner of the damaged part(s) of the Estate shall have one vote for each Undivided Share allocated to the damaged part(s) of Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) vested in him and in the case of two or more Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and the vote in respect of that Undivided Share may be cast :-
 - (i) by a proxy jointly appointed by such Owners;
 - (ii) by a person appointed by the co-owners from amongst themselves; or
 - (iii) if no appointment has been made under sub-subparagraph (i) or (ii), then either by one of the co-owners personally or by a proxy appointed 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 Undivided 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 Undivided Share in the register kept at the Land Registry shall be treated as valid.
- (g) In case of equality of votes the chairman shall have, in addition to a deliberate vote, a casting vote;
- (h) Votes may be given either personally or by proxy;
- (i) The instrument appointing a proxy shall be in writing and in the form set out in Form 1 in Schedule 1A of the Ordinance, and shall be signed by the Owner or if

the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.

- (j) The appointment of a proxy shall have no effect unless the instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened by person other than the Owners' Committee, the person convening the meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (k) A resolution passed at a duly convened meeting by in accordance with Clause 65 of this Deed shall be binding on all the Owners of the damaged part(s) of Estate PROVIDED as follows :-
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter; and
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid; and
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed.
- (l) The accidental omission to give notice as aforesaid to any Owner of the damaged part(s) of Estate shall not invalidate the meeting or any resolution passed thereat.

SECTION VIII

MISCELLANEOUS PROVISIONS

- 67. Each Owner shall on ceasing to be the Owner of any Undivided Share notify the Manager of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, 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.
- 68. No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share save and except in respect of any breach, non-

observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.

69. (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Lot and the Estate and to the Undivided Share(s) in respect thereof.
70. There shall be public notice boards at such places in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Estate 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 7 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
71. Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.
72. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards or as otherwise required under this Deed or the Ordinance, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, 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 sufficiently served if sent by

prepaid post addressed to or if by hand left at or delivered to the registered office of the Manager.

73. (a) The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Estate within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Estate. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.
- (b) The First Owner shall at its own cost deposit a copy of Schedules 7 and 8 to the Ordinance (English and Chinese versions) in the management office of the Estate for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received will be credited to the Special Fund.
74. A set of the Plans showing the Common Areas and Facilities shall be kept at the management office of the Estate for inspection by the Owners during normal office hours free of costs and charges.
75. Where any Undivided Share has been assigned or charged by way of mortgage, the voting rights conferred on the Owner of such Undivided Share by the provision of this Deed shall subject to the provisions of the mortgage, be exercisable only by the mortgagor unless the mortgagee is in possession of such Undivided Share and has duly served written notice of such fact on the Manager PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable for the payment of all the management fee, expenses and contributions payable in respect of the relevant part of the Estate under this Deed including any arrears thereof.
76. 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 part of the Estate and to the Undivided Share(s) held therewith.
77. Notwithstanding anything contained in this Deed, nothing herein shall conflict with or be in breach of the conditions of the Government Grant and nothing herein contained shall prejudice the application or operation of or shall contradict or overrule or fail to

comply with the provisions of the Ordinance and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof. The provisions contained in Schedule 2 to the Ordinance shall apply to the management committee of the Owners' Corporation following incorporation of the Owners thereunder which shall take the place of the Owners' Committee formed under this Deed and the provisions contained in the Schedule 3 to the Ordinance shall apply to all general meetings of the Owners' Corporation which shall take the place of the Owners' meetings convened under this Deed.

78. (a) Nothing herein shall contradict, overrule or fail to comply with the provisions of or prejudice in any way the operation of the Ordinance and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof. At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.
- (b) After an Owners' Corporation has been formed, the Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Lot and the Estate.
79. (a) The First Owner shall upon execution of this Deed assign and vest the Common Areas and Facilities and the Undivided Shares thereof to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and this Deed.
- (b) Undivided Shares in the Common Areas and Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares in the Common Areas and Facilities to the new manager free of costs or consideration to hold as such trustee as aforesaid PROVIDED THAT when the Owners' Corporation has been formed, it may require the Manager to assign the Undivided Shares in the Common Areas and Facilities and transfer the

management responsibilities to it free of costs or consideration, in which event the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being of Undivided Shares in the Lot.

80. (a) The First Owner at its own costs and expenses has prepared a schedule of all major works and installations ("the Works and Installations") in the Estate, which require regular maintenance on a recurrent basis. The schedule of the Works and Installations is set out in the Fifth Schedule to this Deed (subject to revisions as provided for in Sub-clauses (e) and (f) below).
- (b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details :
- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) recommended maintenance strategy and procedures;
 - (iv) a list of items of the Works and Installations requiring routine maintenance;
 - (v) recommended frequency of routine maintenance inspection;
 - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) recommended maintenance cycle of the Works and Installations.
- (c) The First Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office of the Estate within one month of the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Estate and such parts of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy

the same as may be held by the respective Owners including the Works and Installations.

- (e) The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Estate and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (g) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations shall be paid out of the Special Fund.
- (h) The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office of the Estate within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

81. 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 to be entered into by the Manager shall be subject to the following conditions :

- (a) the term of the contract shall not exceed 3 years;
- (b) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
- (c) 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.

82. The costs and expenses of the construction and maintenance of any drains and sewers connecting from the Lot to any Government storm-water drains and sewers (including

but not limited to those construction and connection works as more particularly described in Special Condition Nos.(83)(a) and (83)(b) of the Government Grant respectively) shall be borne by the Owners of the Lot, irrespective of whether such section of such connection works is constructed within the Government land or not. The Owners shall also be responsible for the cost of the technical audit in respect of such connection works and any other costs and expenses in relation thereto (including but not limited to any such connection works and all costs and expenses in relation thereto as more particularly described in Special Condition No.(83)(b)).

83. (a) The Owners of the Open Kitchen Units shall at their own expense observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit shall observe and comply with the following provisions:-
- (i) not to remove or obstruct any smoke detector provided inside his Open Kitchen Unit and the common lobby outside his Open Kitchen Unit;
 - (ii) not to remove or obstruct the sprinkler head provided at the ceiling immediately above the Open Kitchen in his Open Kitchen Unit;
 - (iii) not to remove the full height wall having an FRR (fire resistance rating) of not less than -/30/30 adjacent to the exit door of his Open Kitchen Unit;
 - (iv) to allow the fire services installations mentioned in (i) and (ii) above to be subject to annual or other maintenance, testing and commissioning conducted by the registered fire service installation contractor;
 - (v) to maintain and keep the fire services installations mentioned in (i) and (ii) above installed in his Open Kitchen Unit in good order and working condition; and
 - (vi) to let, lease, license or otherwise part with the possession of his Open Kitchen Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions contained in this Deed relating to and/or applicable to Open Kitchen Units.

For the avoidance of doubt, repair and maintenance of the fire services installations within an Open Kitchen Unit shall be wholly under the responsibility of the Owner of such Open Kitchen Unit.

- (b) The Manager shall on behalf of the Owners of the Open Kitchen Units carry out and implement the plans relating to maintenance, staff training, fire action, fire service intervention and fire prevention as set out in the Fire Safety Management Plan. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Open Kitchen Units to engage or employ registered fire service installation contractors for the inspection, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works in respect of the fire safety provisions for Open Kitchens as specified in and in accordance with the Fire Safety Management Plan.
- (c) The Manager and the registered fire service installation contractors engaged by the Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out regular testing or maintenance of the fire services installations therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in Sub-clause (a) above Provided That the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents.
- (d) The First Owner shall lodge or cause to be lodged a set of the Building Plans showing the Open Kitchen Units and certified by the Authorized Person with the management office.
- (e) If the Owner of a Residential Unit has obtained approval from the relevant Government authority or authorities to convert his Residential Unit into an Open Kitchen Unit, he may apply to the Manager for the installation and/or connection (at such Owner's costs and expenses) of fire services installations specified in the Fire Safety Management Plan and/or the relevant fire alarm or fighting system in the Estate, and the Manager shall not unreasonably withhold its approval to such application by the Owner Provided Further That the Manager must not charge any fee other than a reasonable administrative fee for issuing the approval and such fee shall be credited to the Special Fund.
- (f) The Manager shall prepare a separate management budget for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire services system serving the Open Kitchen Units exclusively. The Owner of each Open Kitchen Unit shall pay to the Manager his due share of the budgeted

expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the said fire services system on a monthly basis in accordance with and in proportion to the Management Units allocated to his Unit.

- (g) The Manager shall deposit a copy of the Fire Safety Management Plan at the management office of the Estate within one month after the date of this Deed for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received will be credited to the Special Fund.
84. (a) For the avoidance of doubt, the Owner of the Parking Spaces shall at their own cost and expense be responsible for the maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities exclusively serving and forming part of their respective Parking Spaces and the ownership of all such facilities shall belong to such Owners. Each Owner of the Parking Space shall indemnify the Owners or Occupiers of other Units for his failure to observe and comply with the provisions of this Clause.
- (b) Without prejudice to the generality of Sub-clause (a) above, if an Owner of any of the Parking Spaces shall fail to repair or maintain the Non-Common EV Facilities exclusively serving and forming part of their respective Parking Spaces in accordance with Sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of the Estate or the Owners or Occupiers of other Units, the Manager shall have the right and power, but not be obliged, to carry out such repairs or maintenance works to the relevant Non-Common EV Facilities and make good all damage (if any) caused by the Owner's failure to repair or maintain as the Manager shall in absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Parking Space on a full indemnity basis as a debt.
- (c) The appearance and standards (including but not limited to the design, specification and use of materials) of all replacing Non-Common EV Facilities installed by an Owner of any of the Parking Spaces shall be consistent and compatible with the appearance and standards of the original Non-Common EV Facilities installed for his Parking Space or such other appearance or standards as approved by the Manager Provided That no repairing, maintenance and replacement work shall be commenced unless with the Manager's prior approval.

- (d)
 - (i) The Manager shall upkeep, maintain, repair and manage the electric vehicle charging facilities and the electric vehicle medium charger forming part of the Common Areas and Facilities required to be provided and installed under Special Condition Nos.(17)(e)(i)(I) and (17)(e)(i)(II) of the Government Grant in good repair and operational condition to the satisfaction of the Director of Electrical and Mechanical Services; and
 - (ii) The Owner of each Parking Space shall upkeep, maintain, repair and manage their respective Non-Common EV Facilities required to be provided and installed under Special Condition Nos.(17)(e)(i)(I) and (17)(e)(i)(II) of the Government Grant in good repair and operational condition to the satisfaction of the Director of Electrical and Mechanical Services.
- 85. In addition to the covenants, provisions and restrictions contained in the THIRD SCHEDULE to this Deed, the Owner or Owners of the Parking Spaces shall be bound by and shall observe the following covenants, provisions and restrictions:-
 - (a) Each Owner of the Parking Spaces shall maintain his Parking Space in good repair and condition in such a manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or the Occupiers;
 - (b) No part of the Car Park Common Areas shall be obstructed or incumbered nor shall any refuse, matter or other things be placed thereon nor shall any part of the Car Park Common Areas be used for any purposes except as provided under the Government Grant and under this Deed, and no Owner shall do or permit or suffer to be done anything in the Car Park Common Areas as may be or become a nuisance or cause annoyance to any other Owners or the Occupiers;
 - (c) Not to use or permit or suffer to be used any Parking Spaces for the storage, display or exhibition of motor vehicles or motor cycles for sale or otherwise or for the provision of car cleaning and beauty services;
 - (d) Not to permit or allow any motor vehicle or motor cycle parked in the Parking Space of which he is the Owner to deteriorate to a condition detrimental to the environmental appearance of the Estate; and
 - (e) Each Parking Space shall only be used for parking of one motor vehicle or one motor cycle (as the case may be).
- 86. 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 enforcement of the

provisions in Clause 85 above and the proper management and maintenance of the Car Park Common Areas and Facilities or any part thereof including but not limited to the following:-

- (a) To manage and control the parking of motor vehicles or motor cycles (as the case may be) in the Parking Spaces and the Visitors' Parking Spaces and to remove any motor vehicles or motor cycles parked in any area not reserved for parking or parked in any parking space without the permission of the Manager or (as the case may be) the Owner or Occupier of such space;
- (b) To impound and/or remove any motor vehicle or motor cycle parked anywhere on or in the Common Areas not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed or any Estate Rules or the owner and/or the driver of such motor vehicle or motor cycle has defaulted in paying parking fees; and any damage caused to such motor vehicles or motor cycles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owners and/or the drivers of such motor vehicles or motor cycles thereof; and
- (c) To impose charges for any such impoundment or removal and recover such penalties on default in payment of parking fees and to exercise a lien on the motor vehicle or motor cycle concerned for such charges, penalties and parking fees Provided That all such charges, penalties and parking fees shall be paid to the Management Funds.

87. The parapet walls or fence walls ("the Partitioning Walls") separating the gardens, flat roofs or roofs of two adjacent Residential Units shall be co-owned by the Owners of such Residential Units and the Owners of such Residential Units shall each have the right to use the interior surface of the wall on his side. For the avoidance of doubt, any Partitioning Walls of a Residential Unit adjoining any Common Areas and Facilities shall form part of the Residential Common Areas and Facilities but without prejudice to such Owner's right to use the interior surface of the wall on his side. Each Owner of such Residential Unit shall be responsible for the maintenance, management, repair and cleaning of the interior surface of the Partitioning Walls on his side at his own costs and shall make good any damage to any part of the forming part of the Residential Common Areas and Facilities arising from his use of the interior surface of the Partitioning Walls on his side. No Owner shall use any portion of the Partitioning Walls so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of the Partitioning Walls without the written consent of the other and the written consent of

the Manager. No Owner of such Residential Units shall put structures of any kind (such as fish ponds or other water features) near to the Partitioning Walls so as to cause leakage of water to the other side of the Partitioning Walls or as to be likely to cause the Partitioning Walls to collapse. If the Partitioning Walls or any portion thereof, except the interior surface of one side, is damaged or injured from any cause other than the act or negligence of either party, it shall be repaired or rebuilt at their joint cost and expense.

88. (a) The Owner of each Residential Unit shall not use the Greenery Areas or permit them to be used for any purpose other than as the greenery areas for the proper use and enjoyment of his Residential Unit.
- (b) The Owner of each Residential Unit shall maintain the Greenery Areas in good and substantial repair and condition at such Owner's own cost and expense.
89. (a) The First Owner (excluding its assigns) shall at his own expense upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition in all respects to the satisfaction of the Water Authority until such time as the same shall have been delivered to the Water Authority in accordance with Special Condition No.(38)(g) of the Government Grant.
- (b) The Owners shall :-
- (i) permit the Water Authority and its officers, contractors, agents and workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part or parts thereof and the Estate for carrying out the works more particularly referred to in Special Condition No.(38)(f) of the Government Grant; and
- (ii) indemnify and keep indemnified the Government, the Water Authority and its officers, contractors, agents and workmen and any persons authorized by the Water Authority under Special Condition No.(38)(h) of the Government Grant from and against all liabilities, losses, damages, expenses, claims, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under Special Condition No.(38)(e) of the Government Grant.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALLOCATION OF UNDIVIDED SHARES

(A) Residential Development

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
(1) <u>Tower 1A</u>			
Flats A on 2/F to 33/F each with BAL and UP	28	870	24,360
Flats B on 2/F to 33/F each with BAL	28	439	12,292
Flats C on 2/F to 33/F each with BAL	28	442	12,376
Flats D on 2/F to 33/F each with BAL	28	565	15,820
Flats E on 2/F to 33/F each with BAL	28	394	11,032
Flats F on 2/F to 33/F each with BAL	28	356	9,968
Flats G on 2/F to 33/F each with BAL	28	356	9,968
Flats H on 2/F to 33/F each with BAL	28	232	6,496
Flats J on 2/F to 33/F each with BAL	28	363	10,164
Flats K on 2/F to 33/F each with BAL	28	360	10,080
Flats L on 2/F to 33/F each with BAL	28	442	12,376
Flat A on 35/F with BAL and Flat Roof (including swimming pool)	1	1,538	1,538
Flat B on 35/F with BAL and Flat Roof	1	817	817
Flat C on 35/F with BAL	1	356	356
Flat D on 35/F with BAL	1	356	356
Flat E on 35/F with BAL	1	232	232
Flat F on 35/F with BAL	1	363	363
Flat G on 35/F with BAL	1	363	363
Sub-total:	315	Sub-total:	138,957

(2) Tower 1B

Flats A on 2/F to 33/F each with BAL and UP	28	629	17,612
Flats B on 2/F to 33/F each with BAL	28	439	12,292
Flats C on 2/F to 33/F each with BAL	28	442	12,376
Flats D on 2/F to 33/F each with BAL	28	565	15,820
Flats E on 2/F to 33/F each with BAL	28	386	10,808
Flats F on 2/F to 33/F each with BAL	28	523	14,644
Flats G on 2/F to 33/F each with BAL	28	232	6,496
Flats H on 2/F to 33/F each with BAL	28	361	10,108
Flats J on 2/F to 33/F each with BAL	28	367	10,276
Flats K on 2/F to 33/F each with BAL	28	232	6,496
Flats L on 2/F to 33/F each with BAL	28	357	9,996
Flats M on 2/F to 33/F each with BAL	28	560	15,680
Flat A on 35/F with BAL and Flat Roof	1	1,135	1,135
Flat B on 35/F with BAL	1	567	567
Flat C on 35/F with BAL	1	386	386
Flat D on 35/F with BAL	1	232	232
Flat E on 35/F with BAL	1	361	361
Flat F on 35/F with BAL	1	367	367

Flat G on 35/F with BAL	1	232	232
Flat H on 35/F with BAL	1	357	357
Flat J on 35/F with BAL	1	561	561

Sub-total:	345	Sub-total:	146,802
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(3) **Mansion**

(i) **Mansion A**

Flat A on G/F with Garden	1	628	628
Flat B on G/F with Garden	1	628	628
Flat C on G/F with Garden	1	270	270
Flat D on G/F with Garden	1	270	270

Flat A on 1/F with BAL	1	602	602
Flat B on 1/F with BAL	1	602	602
Flat C on 1/F with BAL	1	281	281
Flat D on 1/F with BAL	1	281	281

Flats A on 2/F to 5/F each with BAL	3	602	1,806
Flats B on 2/F to 5/F each with BAL	3	602	1,806
Flats C on 2/F to 5/F each with BAL	3	281	843
Flats D on 2/F to 5/F each with BAL	3	281	843

Sub-total:	20	Sub-total:	8,860
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(ii) **Mansion B**

Flat A on G/F with Garden	1	628	628
Flat B on G/F with Garden	1	628	628
Flat C on G/F with Garden	1	270	270
Flat D on G/F with Garden	1	270	270

Flat A on 1/F with BAL	1	602	602
Flat B on 1/F with BAL	1	602	602
Flat C on 1/F with BAL	1	281	281
Flat D on 1/F with BAL	1	281	281

Flats A on 2/F to 5/F each with BAL	3	602	1,806
Flats B on 2/F to 5/F each with BAL	3	602	1,806
Flats C on 2/F to 5/F each with BAL	3	281	843
Flats D on 2/F to 5/F each with BAL	3	281	843

Sub-total:	20	Sub-total:	8,860
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(iii) **Mansion C**

Flat A on G/F with Garden	1	624	624
Flat B on G/F with Garden	1	624	624
Flat C on G/F with Garden	1	270	270
Flat D on G/F with Garden	1	270	270

Flat A on 1/F with BAL	1	602	602
Flat B on 1/F with BAL	1	602	602
Flat C on 1/F with BAL	1	281	281

Flat D on 1/F with BAL	1	281	281
Flats A on 2/F to 5/F each with BAL	3	602	1,806
Flats B on 2/F to 5/F each with BAL	3	602	1,806
Flats C on 2/F to 5/F each with BAL	3	281	843
Flats D on 2/F to 5/F each with BAL	3	281	843
Sub-total:	20	Sub-total:	8,852

(iv) **Mansion D**

Flat A on G/F with Garden	1	624	624
Flat B on G/F with Garden	1	624	624
Flat C on G/F with Garden	1	270	270
Flat D on G/F with Garden	1	270	270
Flat A on 1/F with BAL	1	602	602
Flat B on 1/F with BAL	1	602	602
Flat C on 1/F with BAL	1	281	281
Flat D on 1/F with BAL	1	281	281
Flats A on 2/F to 5/F each with BAL	3	602	1,806
Flats B on 2/F to 5/F each with BAL	3	602	1,806
Flats C on 2/F to 5/F each with BAL	3	281	843
Flats D on 2/F to 5/F each with BAL	3	281	843
Sub-total:	20	Sub-total:	8,852

(B) **Car Park**

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
(1) 37 Residential Parking Spaces (Area of each: 2.5m x 5m = 12.5m ²) No.R01 to R37 on the Basement First Floor	37	6	222
60 Residential Parking Spaces (Area of each: 2.5m x 5m = 12.5m ²) No.R38 to R97 on the Basement Second Floor	60	6	360
(2) 8 Motor Cycle Parking Spaces (Area of each: 1m x 2.4m = 2.4m ²) No.RM1 to RM8 on the Basement Second Floor	8	1	8
		Sub-total:	590

(C) **Common Areas and Facilities**

	<u>No. of Units</u>	<u>No. of Undivided Shares per Unit</u>	<u>Total No. of Undivided Shares</u>
Estate Common Areas and Facilities, Residential Common Areas and Facilities and Car Park Common Areas and Facilities			3,227
		Sub-total:	3,227

Total = (A) + (B) + (C) : 325,000

Notes

- (1) BAL=Balcony
- (2) UP=Utility Platform
- (3) In the numbering of floors, 4/F, 13/F, 14/F, 24/F and 34/F are omitted in Towers 1A and 1B.
- (4) In the numbering of floors, 4/F is omitted in Mansion A, Mansion B, Mansion C and Mansion D.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

PART A : EASEMENTS RIGHTS AND PRIVILEGES HELD WITH EACH UNIT

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy his Unit (excluding Undivided Shares allocated to the Common Areas and Facilities) shall subject to the provisions and restrictions contained in this Deed, the Estate Rules, the rights of the Manager and the First Owner as herein provided have the benefit of the following easements, rights and privileges:-

(a) **Right of way and to use Estate Common Areas and Facilities**

Full right and liberty 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 such of the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit;

(b) **Right of escape to and through Common Areas**

The right of escape to and through Common Areas of any kind or description in the event of fire or emergency for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees;

(c) **Right of support and shelter**

The right to subjacent and lateral support and to shelter and protection from the other parts of the Estate;

(d) **Right to passage of water etc,**

The free and uninterrupted passage and running of 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 (if any) which now are or may at any time hereafter be in, under or passing through his Unit or the Lot or the Estate or any part or parts thereof for the proper use and enjoyment of his Unit;

(e) **Right of entry to other parts of Lot and Estate to repair**

Subject to the Manager's prior consent, the right for any Owner with or without workmen plant equipment and materials upon prior reasonable notice (except in the case of emergency) to enter upon other parts of the Lot and the Estate for

the purpose of carrying out any works for the maintenance and repair of his Unit (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; and

(f) Right to easements etc.

All other easements, rights and privileges belonging or appertaining to the Lot and the Estate or part thereof.

2. In addition to the above easements, rights and privileges, the Owner of each Residential Unit shall have the full right and liberty (but subject always to the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right):

- (a) to go pass or repass over and along and to use the Residential Common Areas and Facilities for the purposes for which they are designed Provided That in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services and Provided Further That the Owner of each Residential Unit shall pay the prescribed fees (if any) for the use of the Club House facilities; and
- (b) to place and install the Water-cooled Air-Conditioning Units and the ancillary pipes and equipment serving exclusively his Residential Unit at such location(s) in the A/C Rooms or such ancillary pipes and equipment may be installed along any part of the Common Areas and Facilities as may be designated by the Manager from time to time.

3. In addition to the above easements, rights and privileges the Owner of each Parking Space shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) (for the Owner for the time being, his lessess, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right):-

- (a) to go pass or repass over and along and to use the Car Park Common Areas and Facilities for the purposes for which they are designed;

- (b) to lay and install the Non-Common EV Facilities within the Common Areas and Facilities (as the case may be) at such locations and in such manner to be approved by the Manager for all purposes in connection with the proper use and enjoyment of the Parking Spaces; and
- (c) to go pass or repass over and along and to use the Residential Common Areas and Facilities under the direction of the Manager for the purpose of gaining access to and from his Parking Space and to and from the office accommodation for watchmen and caretakers for all purposes connected with the lawful business of the Manager;

Provided that in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services.

4. In addition to the above easements, rights and privileges, the users of the Visitors' Parking Spaces, Bicycle Parking Spaces and the Accessible Parking Spaces shall have the full right and liberty (but subject always to the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the users of the said spaces (in common with all persons having the like right):-

- (a) to go pass or repass over and along with motor vehicles, such portions of the ramps and driveways of the Car Park Common Areas and Facilities;
- (b) to go pass or repass over and along on foot only, such parts of the Car Park Common Areas and Facilities;
- (c) to use the Car Park Common Areas and Facilities for the purpose for which they are designed;

in connection with the proper use and enjoyment of the Visitors' Parking Spaces, Bicycle Parking Spaces and the Accessible Parking Spaces Provided That in exercising such right of use no person shall unreasonably interfere with the general facilities, amenities, equipment or services.

5. For the avoidance of doubt, Owners shall have no right to enter upon any part of the Lot or the Estate other than their own Units save as expressly herein provided.

PART B : EASEMENTS RIGHTS AND PRIVILEGES TO WHICH EACH UNIT IS SUBJECT

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) Government's right under Government Grant

The full rights and privileges of the Government specifically excepted and reserved in the Government Grant;

(b) Manager's right of entry for purposes of rebuilding repairing etc.

The full right and privilege of the Manager upon prior reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his Unit for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining the Lot or the Estate or any part or parts thereof or any of the Common Areas and Facilities or any other apparatus and equipment used or installed for the benefit of the Lot or the Estate or any part or parts thereof causing as little disturbance as possible Provided That the Manager shall at his own costs and expenses repair and make good any damage caused thereby and the Manager shall be liable for the negligent, dishonest, wilful or criminal acts of the Manager and the Manager's employees and contractors and without prejudice to the generality of the foregoing, the Manager shall have the right from time to time:-

- (i) to install and remove anchors or brackets and other provisions at the building perimeter of the balcony, utility platform, garden, flat roof and/or roof forming part of a Unit for operation of the building maintenance system, including but not limited to the anchoring of the gondola or likewise equipment at the brackets located at the building perimeter along such part of the Common Areas and Facilities adjacent to the balcony, utility platform, garden, flat roof and/or roof forming part of a Unit (whether or not such anchors or brackets are located at the internal surface of the kerb abutting on the roof and/or flat roof forming part of a Unit) and/or the resting of the gondola or likewise equipment on the balcony, utility platform, garden, flat roof and/or roof forming part of any Unit, and the Owner(s) of such Unit shall not do or suffer to be done on such balcony, utility platform, garden, flat roof and/or roof anything which may cause obstruction to the brackets for anchoring the gondola or likewise equipment and/or the resting of the gondola or likewise equipment on the balcony, utility platform, garden, flat roof and/or roof as aforesaid; and
- (ii) to enter into the balcony, utility platform, garden, flat roof and/or roof of any Unit to gain access to the Common Areas and Facilities for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining any of the Common Areas and Facilities or any other apparatus and equipment used or installed thereon for the benefit of the Lot or the Estate or any part or parts thereof.

(c) **Other Rights**

Easements, rights and privileges equivalent to those set forth in Sub-clauses 1(b), (c), (d), (e) and (f) of Part A of this Second Schedule and as reserved unto the First Owner and the Manager under this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. No Owner shall make any structural alteration to any part of the Estate owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Estate by other Owners or interfere with or affect the rights of other Owners.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Lot or the Estate or any part thereof may become void or voidable or whereby the premiums 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.
3. Subject to the rights reserved to the First Owner under this Deed, no Owner shall do or permit or suffer to be done by his lessees, tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Lot or the Estate by the First Owner and the carrying out of works in any part of the Lot or the Estate which have not yet been sold or assigned by the First Owner by virtue of such reserved rights at any time in the course of construction and/or the management and the maintenance of the Lot and the Estate.
4. No Owner shall use or permit or suffer his Unit 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 or inconvenience to the other Owners, and Occupiers for the time being of the Lot and the Estate and/or any neighbouring premises.
5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Grant, this Deed and any Ordinances and regulations from time to time applicable thereto.
6. Subject to the rights of the First Owner under this Deed, no part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any Ordinances or regulations of Hong Kong or this Deed) nor shall any refuse or other matter or thing be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or Occupiers of any other part of the Lot and the Estate.

7. Subject to the rights of the First Owner or the Manager under this Deed, no Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any part of the Common Areas and Facilities.
8. No clothing or laundry shall be hung outside the Estate or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.
9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Lot and the Estate may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected. Any Owner who is in breach of the foregoing provision shall be responsible for paying the Manager on demand the cost of any breakage, blockage or damage resulting from a breach thereof.
10. No individual air-conditioning outdoor units (irrespective of whether window type or split-type air conditioning units) shall be installed in the Residential Development other than the Water-cooled Air Conditioning Units at such location(s) in the A/C Rooms as may be designated by the Manager for each Residential Unit and each Owner shall at his own cost and expense ensure all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Estate from the air-conditioning outdoor units and the ancillary pipes and equipment (if any) serving exclusively his Residential Unit. Every Owner of the Residential Units shall also at his own cost and expense engage or employ qualified technicians or approved persons pursuant to the manufacturer's guidelines so as to keep and maintain the Water-cooled Air Conditioning Unit and the ancillary pipes and equipment serving exclusively his Residential Unit in good repair and condition.
11. No Owner shall use or cause or permit his Unit to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.
12. (a) No Owner shall make or cause or permit any disturbing noise in his Unit or do or cause or permit or suffer anything to be done which will unreasonably interfere with the rights, comfort, and convenience of other occupants of the Estate.
(b) No Owner shall permit the playing of mahjong in any Residential Unit between 11 p.m. and 9 a.m. if any noise so created will be audible from outside his

Residential Unit so as to cause disturbance to the Owners or Occupiers of any other part of the Estate.

13. No Owner of a Residential Unit shall be entitled to connect any installation to the communal television and radio aerial system installed by the First Owner or the Manager in or for the Estate or any part or parts thereof. No Owner of a Residential Unit shall affix or install his own private aerial outside any part of the Estate.
14. Save as otherwise provided in this Deed, no external placards, posters, signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever extending outside the exterior of the Residential Development shall be erected, installed or otherwise affixed to or exhibited on or projected from the Residential Development or any part thereof save as otherwise provided in this Deed.
15. Save as otherwise provided in this Deed, no Owner shall paint the outside of the Residential Development or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Residential Development and in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing either of a permanent or temporary nature shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or about or on or at any part of the external wall or gardens, flat roofs, roofs, balconies or utility platforms of the Residential Development or any Residential Unit.
16. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Residential Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
17. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate PROVIDED THAT (i) live poultry, birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint by the Owners or Occupiers of at least 2 different Residential Units of the Estate, (ii) trained guide dogs on leash for the blind may be brought into any part of the Estate whilst guiding any person with disability in vision.
18. No Owner shall allow children to play in the Common Areas and Facilities (save and except in the Recreational Facilities but with due care and supervision) particularly lifts and escalators (if any) and any damage to or discolouration to decorations in such areas or lifts or escalators (if any) by children shall be paid for by the Owner or Occupier of the Residential Unit in which the child or children concerned reside.

19. No Owner shall use water closets and other water apparatus in the Estate 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 or made good by the Owner or Occupier at his own expense in whose Unit it shall have been caused.
20. No Owner shall allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities and no Owner shall use the lifts of the Residential Development for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager affect the normal functioning of the lifts. For the avoidance of doubt, the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees in the Bicycle Parking Spaces with the permission of the Manager shall not be a breach of this Clause.
21. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or energy 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 or any Government authority be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
22. No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder.
23. No Owner of Residential Unit shall perform installation or repair works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Estate save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned and in such manner as the Manager shall in its absolute discretion think fit.
24. No Owner or its agents licensees or contractors shall place on any part of the floors of the Estate any article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof (as specified on such part) 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 Estate or any fixtures and fittings therein Provided That the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Manager exercisable by virtue of such breach.

25. No Owner shall erect or build or suffer to be erected or built on or upon the gardens, flat roofs or roofs forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said gardens, flat roofs or roofs will be enclosed or partitioned either in whole or in part.
26. Every Owner shall promptly pay and discharge all existing and future Government rent (unless the same forms part of the Management Expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and shall indemnify the other Owners from and against all liability thereof.
27. Subject to the provisions of this Deed, each Owner shall keep and maintain his Unit and all wirings and pipings thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Lot and the Estate. Subject as aforesaid the expenses of keeping in good and substantial repair and condition the interior of any Unit and all the fixtures and fittings and all plumbings therein or appertaining thereto and all the windows and doors thereof which do not form part of the Common Areas and Facilities shall be borne by the Owner of such Unit.
28. Each Owner shall observe and comply with all Ordinances, regulations, by-laws and rules for the time being in force in Hong Kong and governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and the protection of the environment. In particular, no Owner shall discharge or permit or suffer to be discharged into any public sewer, storm water drain, channel or stream course any trade effluent or foul or contaminated water or cooling water without the prior written consent of the Director of Lands or other competent Government authorities.
29. Residential Units shall not be used or suffered to be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles **SAVE AND EXCEPT** that subject to the Government Grant and the prior written approval of the Director of Lands, the First Owner may use any such Residential Units owned by it as show flats for such period or periods as it shall in its discretion consider appropriate.

30. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap. 95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities.
31. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door of such Residential Unit giving the Owner's or Occupier's name).
32. No Owner shall store or permit to be stored in any Residential 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.
33. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or Occupier.
34. The Recreational Facilities shall only be used and enjoyed for recreational purposes by the residents of the Residential Units and their bona fide guests, visitors and invitees and subject to the provisions of this Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager.
35. Every Owner (including the First Owner) and the Manager covenants with each other to observe and comply with the terms and conditions of the Government Grant and this Deed so long as they remain an Owner or Manager of the Estate.
36. No Owner (including the First Owner) shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund. No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.

37. The Parking Spaces and the Visitors' Parking Spaces shall only be used for such purposes in accordance with the Government Grant and without prejudice to the generality of the foregoing, all such spaces shall not be used for the storage, display or exhibiting of motor vehicles or motor cycles for sale or otherwise or for the provision of car cleaning and beauty services.
38. The Owners of those Residential Units consisting of any balconies, utility platforms, flat roofs or specified portions of roofs shall be responsible for the maintenance and repair of the glass/metal balustrade(s) or railings or grilles (as the case may be) of the said balconies, utility platforms, flat roofs or specified portions of roofs (if any) in accordance with the standards as approved by the Manager.
39. The Owners shall keep and maintain the landscaped works, including the Greenery Areas, provided pursuant to Special Condition No.(9) of the Government Grant in accordance with Special Condition No.(9)(d) of the Government Grant.
40. The Owners of those Residential Units that are enclosed with curtain wall structures shall be responsible for the maintenance, repair and replacement (if so required) of the openable parts and such pieces of glass panels of the curtain wall structures (including the sealing material adhering the glass panels to the frames) which form part of their respective Residential Units in accordance with the guidelines or requirements laid down by the Manager at all times and from time to time. The Owners shall also be responsible for the cleaning of the inside surface of the non-openable parts of the curtain wall structures (including the glass panels) facing their respective Residential Units. For the avoidance of doubt, the Owners shall at their own costs maintain, repair and replace the sealing material adhering the glass panels with the window frames or the frames of the curtain wall structures facing their respective Residential Units.
41. The Owner of any Residential Unit with a balcony, utility platform, garden, flat roof or roof shall be responsible for the cleaning of the internal surface of the parapet and fence wall enclosing such balcony, utility platform, garden, flat roof or roof. The maintenance or replacement of the railings, glass balustrades thereof shall be made by the relevant Owners of such Residential Units in accordance with the standards as approved by the Manager. The Owners of such Residential Units shall use such materials and appoint such contractors as approved by the Manager in relation thereto.
42. No grave or columbarium shall be erected or made on the Lot nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

43. The Greenery Areas shall not be used for any other purpose without the prior consent of the Building Authority (as defined in the Buildings Ordinance).
44. No Owner shall without the prior written consent of the Manager and the competent Government authority or authorities (if required) erect or build or suffer to be erected or built on or upon the balcony, utility platform, garden, flat roof and/or roof forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said balcony, utility platform, garden, flat roof and/or roof will be enclosed or partitioned either in whole or in part.
45. No Owner except the Owner having the exclusive right to use and occupy the garden, flat roof and/or roof which forms part of his Residential Unit shall have the right to use the garden, flat roof and/or roof except in the event of fire or emergency. The Owner and/or Occupier of the garden, flat roof and/or the roof shall ensure that the escape to and through the same shall not be in any way impeded or obstructed.

FOURTH SCHEDULE

ALLOCATION OF MANAGEMENT UNITS

(A) Residential Development

	<u>No. of Units</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
(1) <u>Tower 1A</u>			
Flats A on 2/F to 33/F each with BAL and UP	28	870	24,360
Flats B on 2/F to 33/F each with BAL	28	439	12,292
Flats C on 2/F to 33/F each with BAL	28	442	12,376
Flats D on 2/F to 33/F each with BAL	28	565	15,820
Flats E on 2/F to 33/F each with BAL	28	394	11,032
Flats F on 2/F to 33/F each with BAL	28	356	9,968
Flats G on 2/F to 33/F each with BAL	28	356	9,968
Flats H on 2/F to 33/F each with BAL	28	232	6,496
Flats J on 2/F to 33/F each with BAL	28	363	10,164
Flats K on 2/F to 33/F each with BAL	28	360	10,080
Flats L on 2/F to 33/F each with BAL	28	442	12,376
Flat A on 35/F with BAL and Flat Roof (including swimming pool)	1	1,538	1,538
Flat B on 35/F with BAL and Flat Roof	1	817	817
Flat C on 35/F with BAL	1	356	356
Flat D on 35/F with BAL	1	356	356
Flat E on 35/F with BAL	1	232	232
Flat F on 35/F with BAL	1	363	363
Flat G on 35/F with BAL	1	363	363
Sub-total:	315	Sub-total:	138,957

(2) Tower 1B

Flats A on 2/F to 33/F each with BAL and UP	28	629	17,612
Flats B on 2/F to 33/F each with BAL	28	439	12,292
Flats C on 2/F to 33/F each with BAL	28	442	12,376
Flats D on 2/F to 33/F each with BAL	28	565	15,820
Flats E on 2/F to 33/F each with BAL	28	386	10,808
Flats F on 2/F to 33/F each with BAL	28	523	14,644
Flats G on 2/F to 33/F each with BAL	28	232	6,496
Flats H on 2/F to 33/F each with BAL	28	361	10,108
Flats J on 2/F to 33/F each with BAL	28	367	10,276
Flats K on 2/F to 33/F each with BAL	28	232	6,496
Flats L on 2/F to 33/F each with BAL	28	357	9,996
Flats M on 2/F to 33/F each with BAL	28	560	15,680
Flat A on 35/F with BAL and Flat Roof	1	1,135	1,135
Flat B on 35/F with BAL	1	567	567
Flat C on 35/F with BAL	1	386	386
Flat D on 35/F with BAL	1	232	232
Flat E on 35/F with BAL	1	361	361
Flat F on 35/F with BAL	1	367	367
Flat G on 35/F with BAL	1	232	232

Flat H on 35/F with BAL	1	357	357
Flat J on 35/F with BAL	1	561	561
Sub-total:	345	Sub-total:	146,802

(8) **Mansion**
(i) **Mansion A**

Flat A on G/F with Garden	1	628	628
Flat B on G/F with Garden	1	628	628
Flat C on G/F with Garden	1	270	270
Flat D on G/F with Garden	1	270	270
Flat A on 1/F with BAL	1	602	602
Flat B on 1/F with BAL	1	602	602
Flat C on 1/F with BAL	1	281	281
Flat D on 1/F with BAL	1	281	281
Flats A on 2/F to 5/F each with BAL	3	602	1,806
Flats B on 2/F to 5/F each with BAL	3	602	1,806
Flats C on 2/F to 5/F each with BAL	3	281	843
Flats D on 2/F to 5/F each with BAL	3	281	843
Sub-total:	20	Sub-total:	8,860

(ii) **Mansion B**

Flat A on G/F with Garden	1	628	628
Flat B on G/F with Garden	1	628	628
Flat C on G/F with Garden	1	270	270
Flat D on G/F with Garden	1	270	270
Flat A on 1/F with BAL	1	602	602
Flat B on 1/F with BAL	1	602	602
Flat C on 1/F with BAL	1	281	281
Flat D on 1/F with BAL	1	281	281
Flats A on 2/F to 5/F each with BAL	3	602	1,806
Flats B on 2/F to 5/F each with BAL	3	602	1,806
Flats C on 2/F to 5/F each with BAL	3	281	843
Flats D on 2/F to 5/F each with BAL	3	281	843
Sub-total:	20	Sub-total:	8,860

(iii) **Mansion C**

Flat A on G/F with Garden	1	624	624
Flat B on G/F with Garden	1	624	624
Flat C on G/F with Garden	1	270	270
Flat D on G/F with Garden	1	270	270
Flat A on 1/F with BAL	1	602	602
Flat B on 1/F with BAL	1	602	602
Flat C on 1/F with BAL	1	281	281
Flat D on 1/F with BAL	1	281	281

Flats A on 2/F to 5/F each with BAL	3	602	1,806
Flats B on 2/F to 5/F each with BAL	3	602	1,806
Flats C on 2/F to 5/F each with BAL	3	281	843
Flats D on 2/F to 5/F each with BAL	3	281	843
Sub-total:	20	Sub-total:	8,852

(iv) **Mansion D**

Flat A on G/F with Garden	1	624	624
Flat B on G/F with Garden	1	624	624
Flat C on G/F with Garden	1	270	270
Flat D on G/F with Garden	1	270	270
Flat A on 1/F with BAL	1	602	602
Flat B on 1/F with BAL	1	602	602
Flat C on 1/F with BAL	1	281	281
Flat D on 1/F with BAL	1	281	281
Flats A on 2/F to 5/F each with BAL	3	602	1,806
Flats B on 2/F to 5/F each with BAL	3	602	1,806
Flats C on 2/F to 5/F each with BAL	3	281	843
Flats D on 2/F to 5/F each with BAL	3	281	843
Sub-total:	20	Sub-total:	8,852

(B) **Car Park**

	<u>No. of Units</u>	<u>No. of Management Units per Unit</u>	<u>Total No. of Management Units</u>
(1) 37 Residential Parking Spaces (Area of each: 2.5m x 5m = 12.5m ²) No.R01 to R37 on the Basement First Floor	37	6	222
60 Residential Parking Spaces (Area of each: 2.5m x 5m = 12.5m ²) No.R38 to R97 on the Basement Second Floor	60	6	360
(2) 8 Motor Cycle Parking Spaces (Area of each: 1m x 2.4m = 2.4m ²) No.RM1 to RM8 on the Basement Second Floor	8	1	8
		Sub-total:	590

Total = (A) + (B) : 321,773

Notes

- (1) BAL=Balcony
- (2) UP=Utility Platform
- (3) In the numbering of floors, 4/F, 13/F, 14/F, 24/F and 34/F are omitted in Towers 1A and 1B.
- (4) In the numbering of floors, 4/F is omitted in Mansion A, Mansion B, Mansion C and Mansion D.

THE FIFTH SCHEDULE ABOVE REFERRED TO

WORKS AND INSTALLATION

Items of the Works and Installations in the Estate which will require regular maintenance on a recurrent basis are as follows :

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system;
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) lift installations;
- (ix) gas supply system;
- (x) window installations;
- (xi) air-conditioning and ventilation system and Centralized Cooled-water System;
and
- (xii) the Slopes and Retaining Walls.

[Handwritten signature]

Henry M. H.
Director, Hong Kong

104

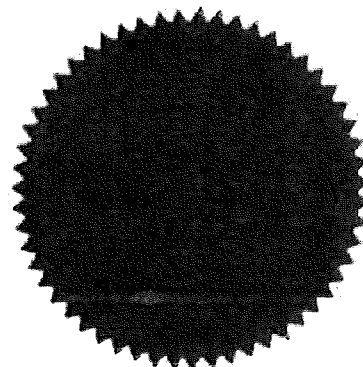
SEALED with the Common Seal of the)
DMC Manager in the presence of and)
SIGNED by Fung Lee Woon King and)
Lee King Yue , directors)
who is/are duly authorised by the DMC)
Manager whose signature is/are verified)

✓

Fung Lee Woon King

Lee King Yue

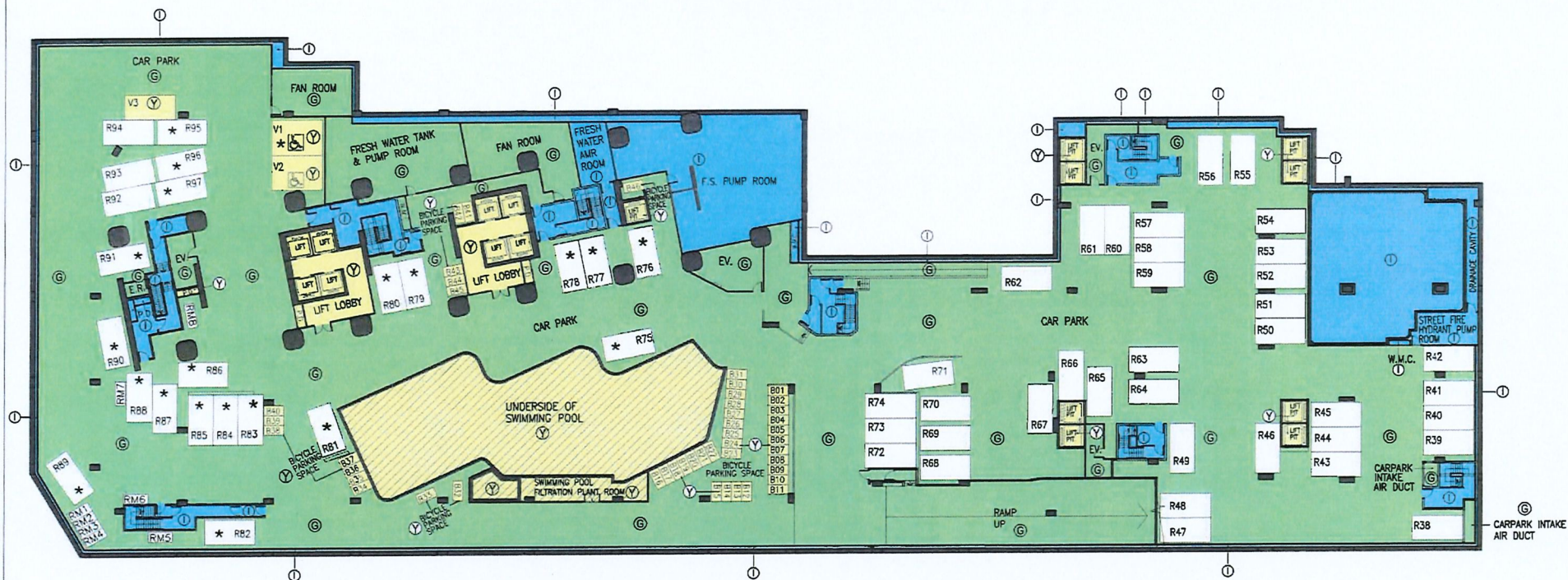
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by :-

Henry M. H. Ku

Henry M. H. KU
Solicitor, Hong Kong SAR



8 MUK TAI STREET
KAI TAK, HK
NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
BASEMENT SECOND FLOOR PLAN

DATE
DEC 29, 2022

DRAWING NO
DMC-P01

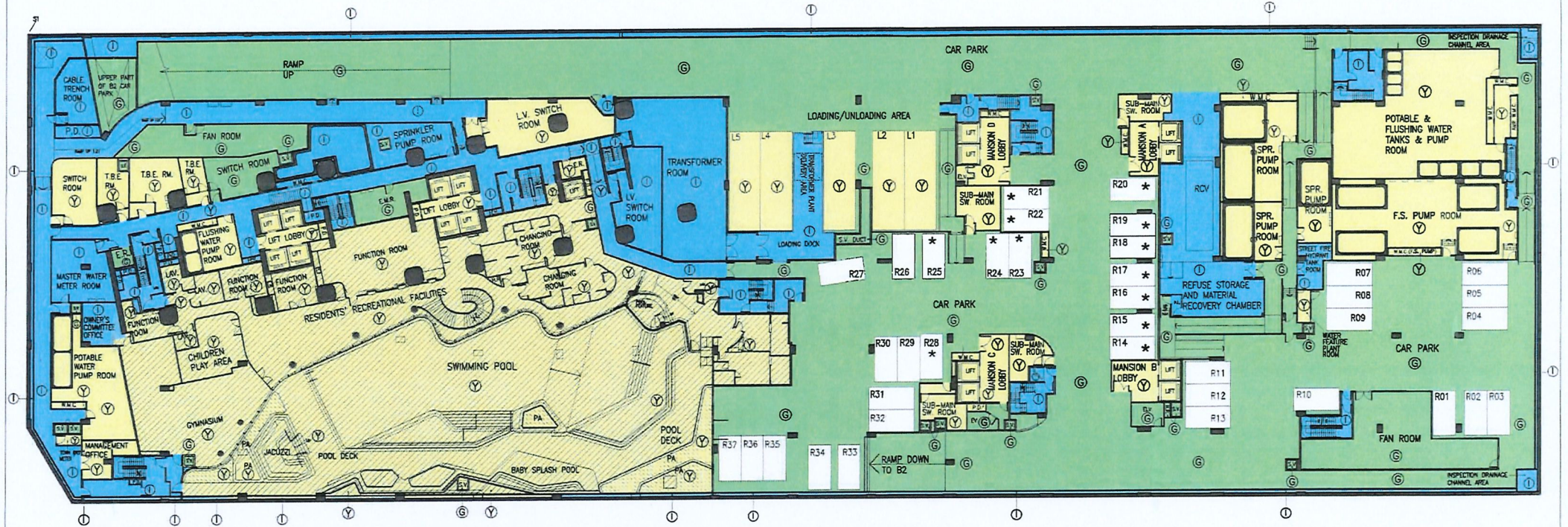
REVISION NO.
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DLN Architects Limited

劉榮廣伍振民 建築師事務所

I hereby certify the accuracy of this plan.

Wong Ming Yim
WONG MING YIM
Authorized Person (Architect)



LEGEND:

- 1 INDIGO - ESTATE COMMON AREAS
- Y YELLOW - RESIDENTIAL COMMON AREAS
- Y YELLOW HATCHED BLACK - RESIDENTIAL RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS)
- G GREEN - CAR PARK COMMON AREAS
- Y YELLOW DASHED BLACK - GREENERY AREA (RESIDENTIAL COMMON AREAS)

ABBREVIATIONS:

- | | |
|--------|---|
| AMR | - AUTOMATIC METER READING |
| ELV. | - EXTRA LOW VOLTAGE ROOM |
| E.M.R. | - ELECTRIC METER ROOM |
| E.R. | - ELECTRIC ROOM |
| EV. | - ELECTRIC VEHICLE CHARGER ROOM |
| F.S. | - FIRE SERVICES |
| H.R. | - HOSE REEL |
| LAV. | - LAVATORY |
| L.V. | - LOW VOLTAGE |
| PA | - PLANTER |
| P.D. | - PIPE DUCT |
| SPR. | - SPRINKLER |
| S.V. | - SMOKE VENT |
| SW. | - SWITCH |
| T.B.E. | - TELECOMMUNICATION AND BROADCASTING ROOM |
| W.M.C. | - WATER METER CABINET |

* CAR PARKING SPACE PROVIDED WITH ELECTRIC VEHICLE MEDIUM CHARGERS AS PER SPECIAL CONDITION (17)(e)(i)(ii)

0 1 2 5 10 20m

8 MUK TAI STREET
KAI TAK, HK
NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
BASEMENT FIRST FLOOR PLAN

DATE
DEC 29, 2022

DRAWING NO
DMC-P02

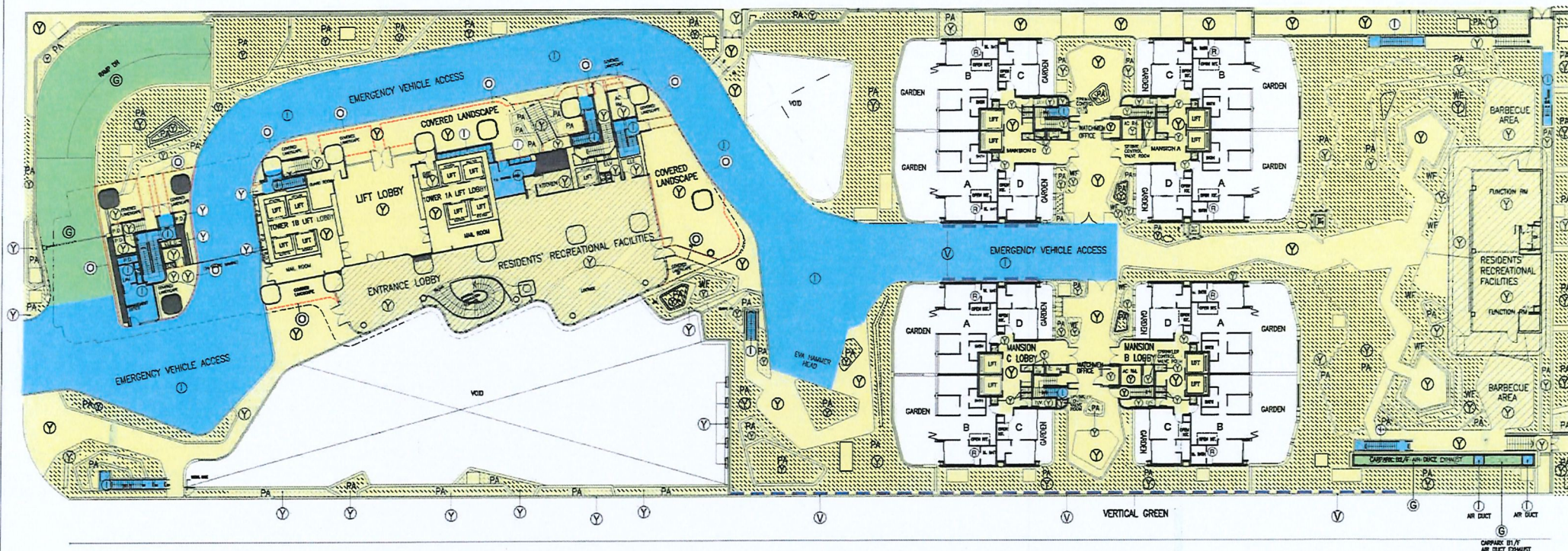
REVISION NO.
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DLN Architects Limited

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I hereby certify the accuracy of this plan.

Wong Ming Yim
WONG MING YIM
Authorized Person (Architect)



LEGEND:

- 1 INDIGO - ESTATE COMMON AREAS
- Y YELLOW - RESIDENTIAL COMMON AREAS
- Hatched YELLOW HATCHED BLACK - RESIDENTIAL RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS)
- C GREEN - CAR PARK COMMON AREAS
- Dashed YELLOW DASHED BLACK - GREENERY AREA (RESIDENTIAL COMMON AREAS)

- BROKEN ORANGE LINES: COVERED LANDSCAPE AREA
- V— BROKEN VIOLET LINES: VERTICAL GREENERY
- R— BROKEN RED LINES: PREFABRICATED EXTERNAL WALL

ABBREVIATIONS:

- | | |
|----------|--------------------------|
| AC RM. | - AIR-CONDITIONING ROOM |
| BATH | - BATHROOM |
| ELEC. | - ELECTRICAL ROOM |
| ELEC. D. | - ELECTRICAL DUCT |
| ELV. | - EXTRA LOW VOLTAGE ROOM |
| F.S. | - FIRE SERVICES |
| H.R. | - HOSE REEL CABINET |
| KIT. | - KITCHEN |
| LAV. | - LAVATORY |
| M. BATH | - MASTER BATHROOM |
| PA | - PLANTER |
| P.D. | - PIPE DUCT |
| S.V. | - SMOKE VENT |
| WF | - WATER FEATURE |

0 2 5 10 20m

8 MUK TAI STREET
KAI TAK, HK
NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
GROUND FLOOR PLAN

DATE
DEC 29, 2022

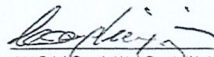
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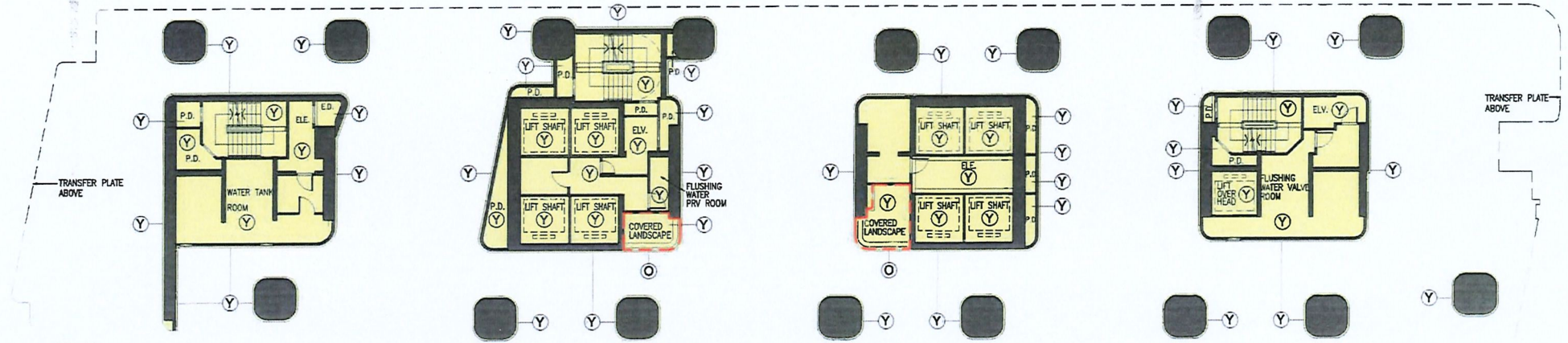
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DLN Architects Limited

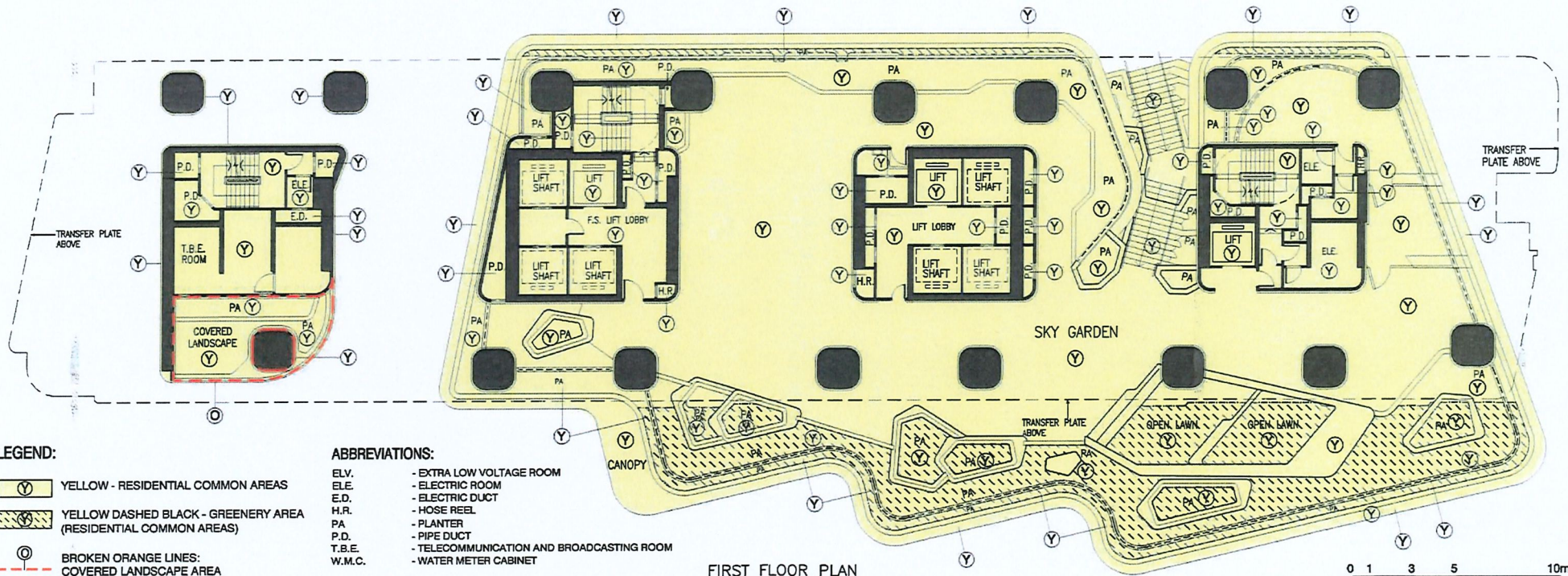
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WONG MING YIM
Authorized Person (Architect)



UPPER PART OF FIRST FLOOR



FIRST FLOOR PLAN

LEGEND:

- Y YELLOW - RESIDENTIAL COMMON AREAS
- Y YELLOW DASHED BLACK - GREENERY AREA (RESIDENTIAL COMMON AREAS)
- BROKEN ORANGE LINES: COVERED LANDSCAPE AREA

ABBREVIATIONS:

- E.L.V. - EXTRA LOW VOLTAGE ROOM
- E.E. - ELECTRIC ROOM
- E.D. - ELECTRIC DUCT
- H.R. - HOSE REEL
- PA - PLANTER
- P.D. - PIPE DUCT
- T.B.E. - TELECOMMUNICATION AND BROADCASTING ROOM
- W.M.C. - WATER METER CABINET

8 MUK TAI STREET
KAI TAK, HK
NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
TOWER 1 FIRST FLOOR PLAN AND
UPPER PART PLAN

DATE
DEC 29, 2022

DRAWING NO
DMC-T01

REVISION NO.
-

DLN Architects Limited

劉榮廣伍振民 建築師事務所

I hereby certify the accuracy of this plan.

Wong Ming Yim

WONG MING YIM
Authorized Person (Architect)

0 1 3 5 10m

TOWER 1B TOWER 1A



LEGEND:

- Y YELLOW - RESIDENTIAL COMMON AREAS
- I INDIGO - ESTATE COMMON AREAS
- R BROKEN RED LINES:
PREFABRICATED EXTERNAL WALL
- BAL BALCONY
- U.P. UTILITY PLATFORM

ABBREVIATIONS:

- AC RM. - AIR-CONDITIONING ROOM
- A.F. - ARCHITECTURAL FEATURE
- BATH - BATHROOM
- ELE. - ELECTRICAL ROOM
- ELV. - EXTRA LOW VOLTAGE ROOM
- H.R. - HOSE REEL
- KIT. - KITCHEN
- M. BATH - MASTER BATHROOM
- P.D. - PIPE DUCT
- R.S.M.R.R. - REFUSE STORAGE & MATERIAL RECOVERY ROOM
- V.D. - VENT DUCT
- W.M.C. - WATER METER CABINET

0 1 3 5 10m

8 MUK TAI STREET
KAI TAK, HK
NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
TOWER 1 SECOND FLOOR PLAN

DATE
DEC 29, 2022

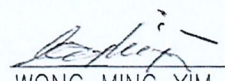
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REVISION NO.
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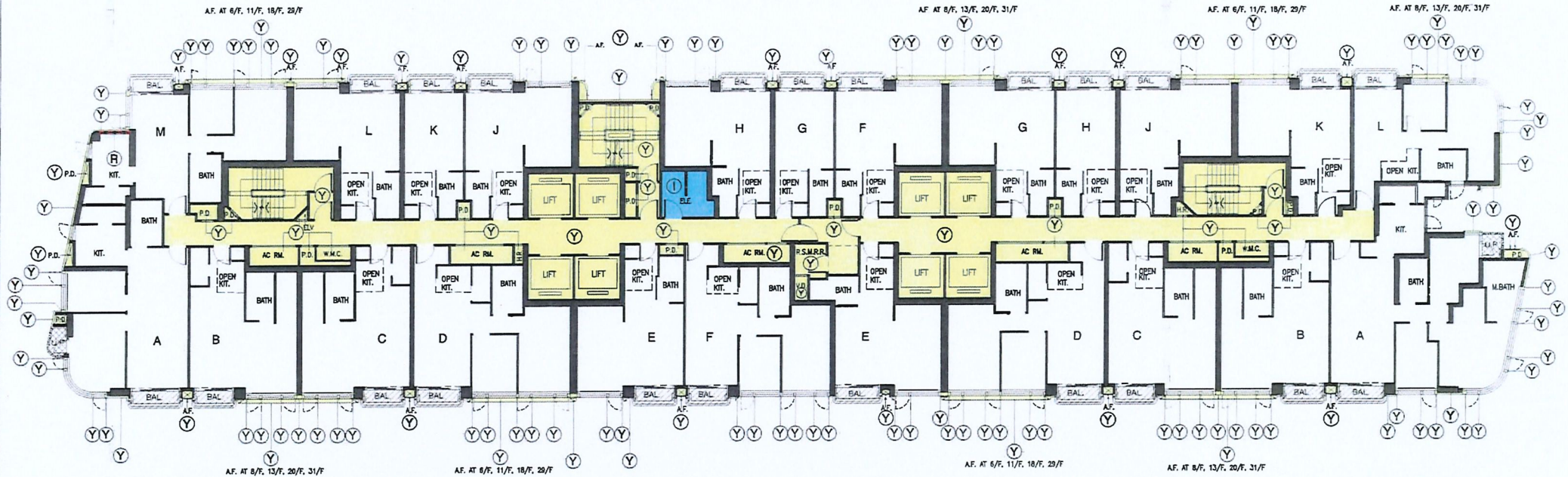
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WONG MING YIM
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TOWER 1B TOWER 1A



LEGEND:

- Y YELLOW - RESIDENTIAL COMMON AREAS
- I INDIGO - ESTATE COMMON AREAS
- R BROKEN RED LINES:
PREFABRICATED EXTERNAL WALL
- BAL BALCONY
- U UTILITY PLATFORM

ABBREVIATIONS:

- AC RM. - AIR-CONDITIONING ROOM
- A.F. - ARCHITECTURAL FEATURE
- BATH - BATHROOM
- ELE. - ELECTRICAL ROOM
- ELV. - EXTRA LOW VOLTAGE ROOM
- H.R. - HOSE REEL
- KIT. - KITCHEN
- M. BATH - MASTER BATHROOM
- P.D. - PIPE DUCT
- R.S.M.R.R. - REFUSE STORAGE & MATERIAL RECOVERY ROOM
- V.D. - VENT DUCT
- W.M.C. - WATER METER CABINET

0 1 3 5 10m

8 MUK TAI STREET
KAI TAK, HK
NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
TOWER 1 TYPICAL FLOOR PLAN (3/F-33/F)
(DESIGNATION OF 4/F, 13/F, 14/F, & 24/F ARE NOT USED)

DATE
DEC 29, 2022


DRAWING NO
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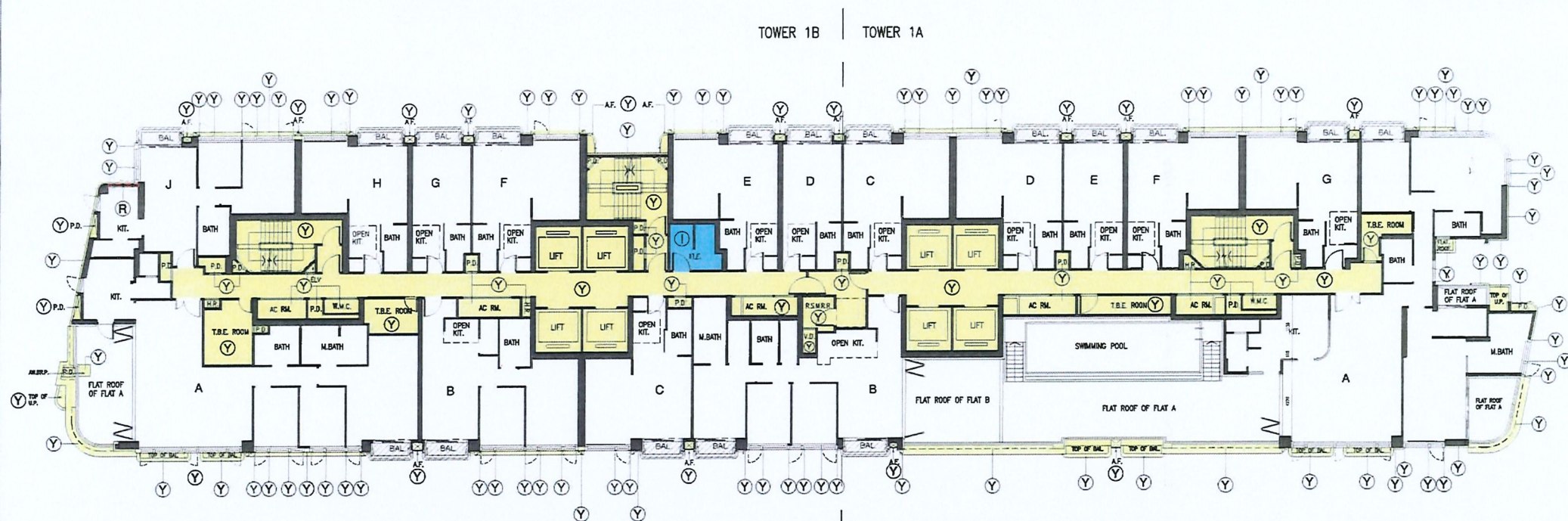
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Authorized Person (Architect)

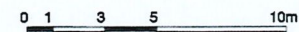


LEGEND:

- Y YELLOW - RESIDENTIAL COMMON AREAS
- I INDIGO - ESTATE COMMON AREAS
- R BROKEN RED LINES: PREFABRICATED EXTERNAL WALL
- BAL BALCONY

ABBREVIATIONS:

- AC RM. - AIR-CONDITIONING ROOM
- A.F. - ARCHITECTURAL FEATURE
- BATH - BATHROOM
- ELE. - ELECTRICAL ROOM
- ELV. - EXTRA LOW VOLTAGE ROOM
- H.R. - HOSE REEL
- KIT. - KITCHEN
- M. BATH - MASTER BATHROOM
- P.D. - PIPE DUCT
- R.S.M.R.R. - REFUSE STORAGE & MATERIAL RECOVERY ROOM
- V.D. - VENT DUCT
- W.M.C. - WATER METER CABINET
- T.B.E. - TELECOMMUNICATIONS AND BROADCASTING
- AW.D.R.P. - ACCESS AND WORKING PLACE FOR DRAINAGE PIPE



8 MUK TAI STREET
KAI TAK, HK
NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
TOWER 1 35TH FLOOR PLAN

DATE
DEC 29, 2022

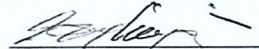
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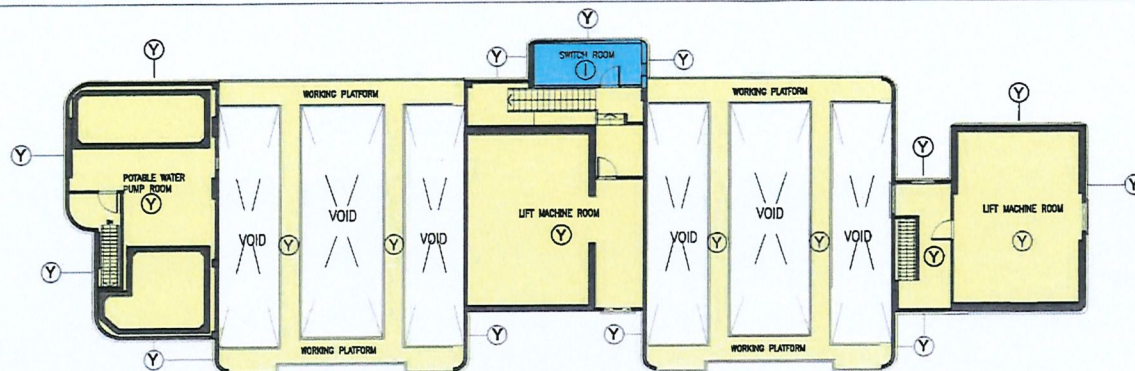
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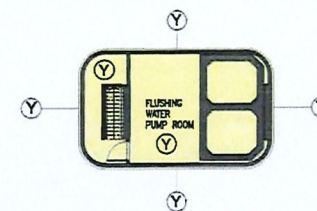
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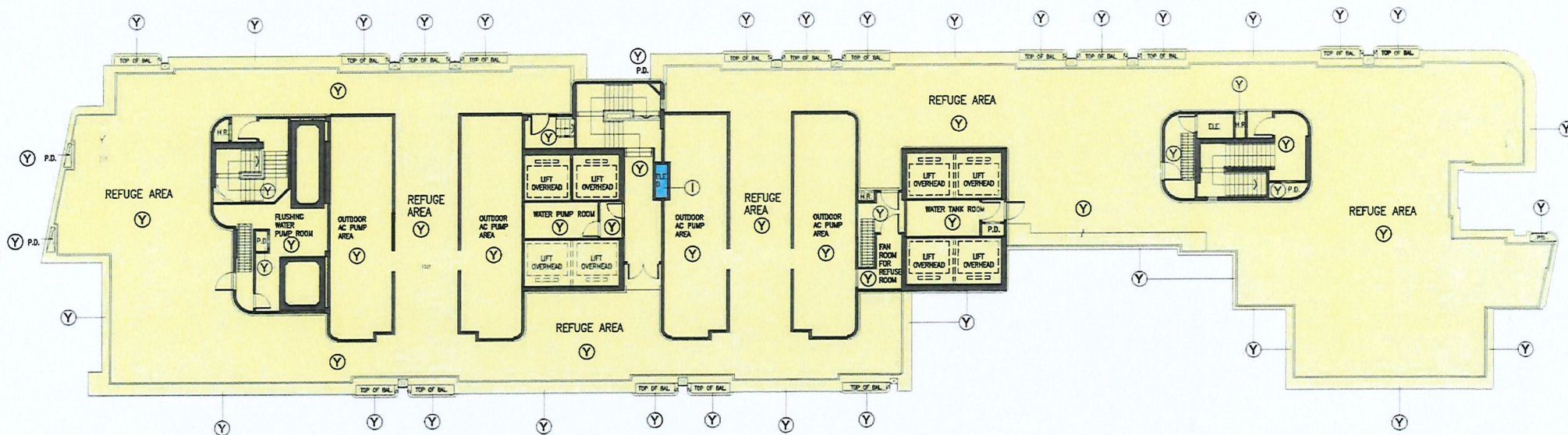

WONG MING YIM
Authorized Person (Architect)



ROOF LEVEL 2 FLOOR PLAN FOR TOWER 1B



ROOF LEVEL 2 FLOOR PLAN FOR TOWER 1A



TOWER 1B ROOF LEVEL 1 FLOOR PLAN

TOWER 1A ROOF LEVEL 1 FLOOR PLAN

LEGEND:

- Y YELLOW - RESIDENTIAL COMMON AREAS
- I INDIGO - ESTATE COMMON AREAS

ABBREVIATIONS:

- AC - AIR-CONDITIONING
- E.L.E. - ELECTRIC ROOM
- E.L.E.D. - ELECTRICAL DUCT
- H.R. - HOSE REEL
- P.D. - PIPE DUCT

0 1 3 5 10m

8 MUK TAI STREET
KAI TAK, HK
NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
TOWER 1 ROOF LEVEL 1 & 2 FLOOR PLAN

DLN Architects Limited

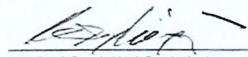
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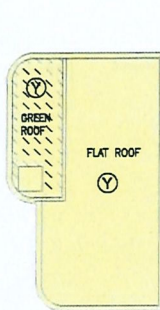
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REVISION NO.
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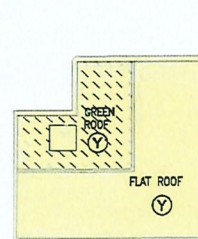
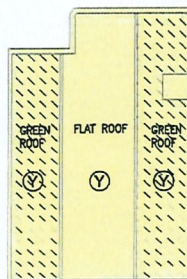
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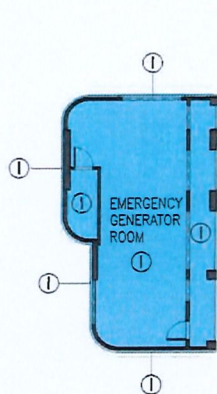
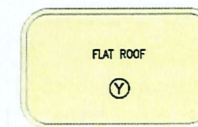

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Authorized Person (Architect)



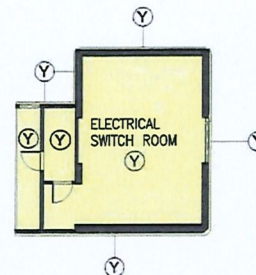
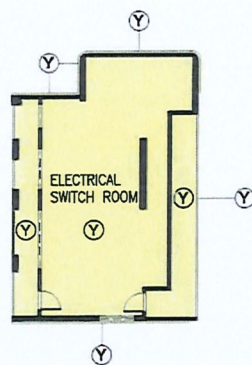
TOP ROOF FLOOR PLAN FOR TOWER 1B



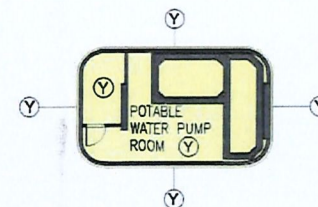
TOP ROOF FLOOR PLAN FOR TOWER 1A






ROOF LEVEL 3 FLOOR PLAN FOR TOWER 1B



ROOF LEVEL 3 FLOOR PLAN FOR TOWER 1A



LEGEND:

-  YELLOW - RESIDENTIAL COMMON AREAS
-  YELLOW DASHED BLACK - GREENERY AREA (RESIDENTIAL COMMON AREAS)
-  INDIGO - ESTATE COMMON AREAS

0 1 3 5 10m

8 MUK TAI STREET
KAI TAK, HK
NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
TOWER 1 ROOF LEVEL 3 &
TOP ROOF FLOOR PLAN

DATE
DEC 29, 2022

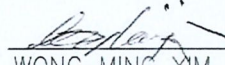
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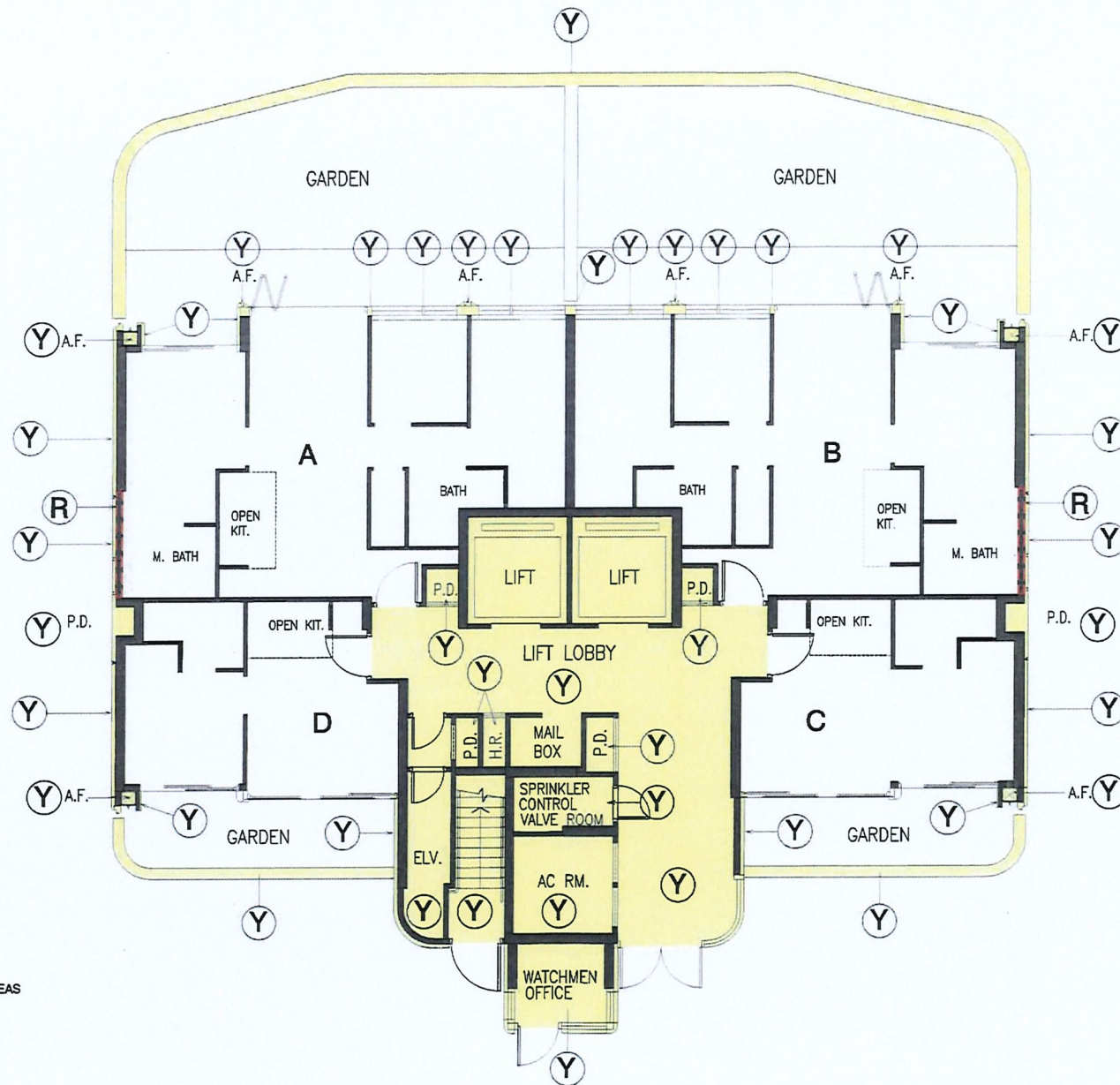
REVISION NO.
-

DLN Architects Limited

劉榮廣伍振民 建築師事務所

I hereby certify the accuracy of this plan.


WONG MING YIM
Authorized Person (Architect)



ABBREVIATIONS:

A.F. - ARCHITECTURAL FEATURE
 AC RM. - AIR-CONDITIONING ROOM
 BATH - BATHROOM
 ELV. - EXTRA LOW VOLTAGE ROOM
 H.R. - HOSE REEL
 KIT. - KITCHEN
 M. BATH - MASTER BATHROOM
 P.D. - PIPE DUCT

LEGEND:

(Y) YELLOW - RESIDENTIAL COMMON AREAS

(R) BROKEN RED LINES:
 PREFABRICATED EXTERNAL WALL

0 1 2 3 4 5m

8 MUK TAI STREET
 KAI TAK, HK
 NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
MANSION A GROUND FLOOR PLAN

DATE
 DEC 29, 2022

DRAWING NO
 DMC-M01

REVISION NO.
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DLN Architects Limited

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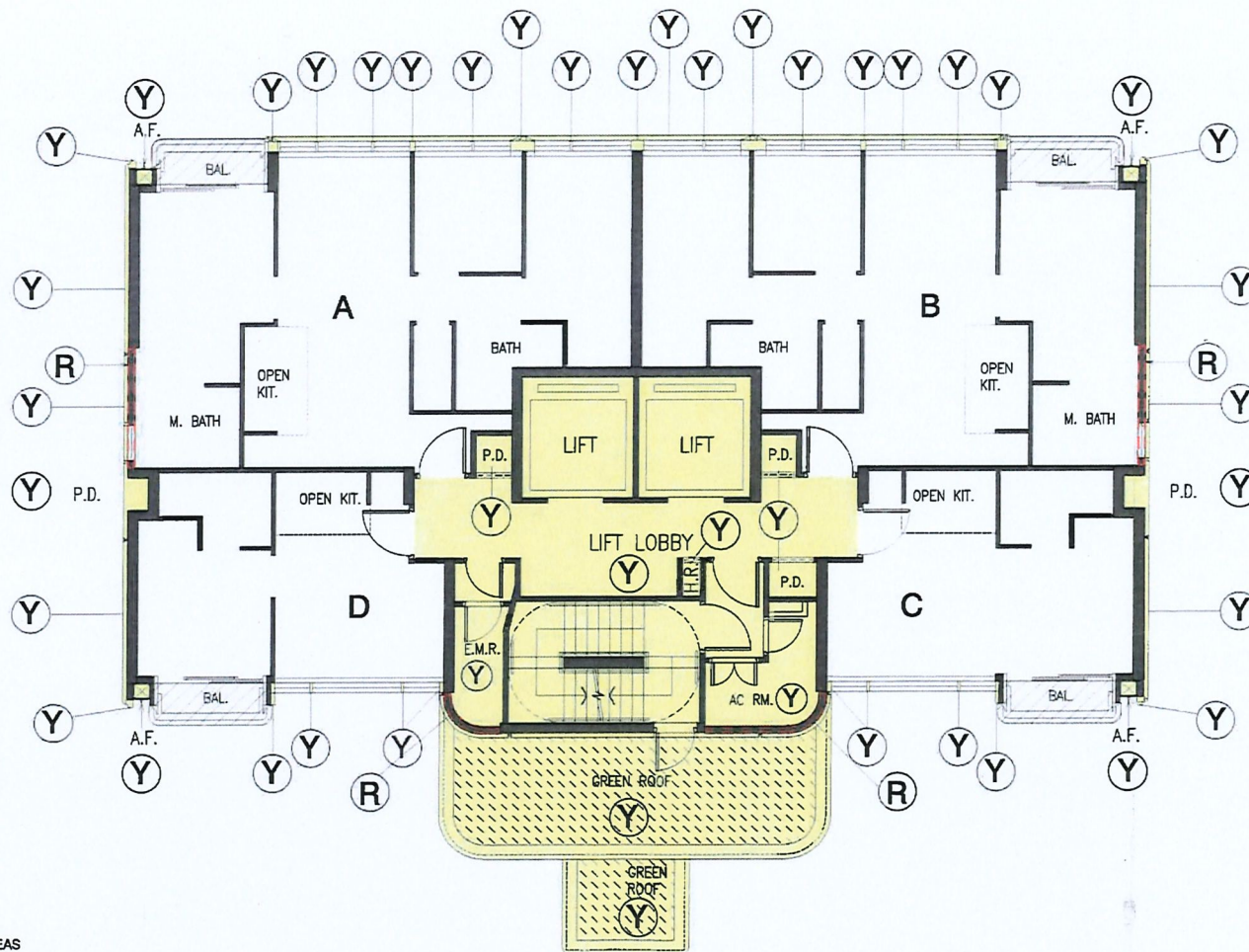
WONG MING YIM
 Authorized Person (Architect)

ABBREVIATIONS:

A.F. - ARCHITECTURAL FEATURE
 AC RM. - AIR-CONDITIONING ROOM
 BATH - BATHROOM
 E.M.R. - ELECTRICAL METER ROOM
 H.R. - HOSE REEL
 KIT. - KITCHEN
 M. BATH - MASTER BATHROOM
 P.D. - PIPE DUCT

LEGEND:

(Y) YELLOW - RESIDENTIAL COMMON AREAS
 BAL BALCONY
 (R) BROKEN RED LINES:
 PREFABRICATED EXTERNAL WALL
 (Y) YELLOW DASHED BLACK - GREENERY AREA
 (RESIDENTIAL COMMON AREAS)



0 1 2 3 4 5m

8 MUK TAI STREET
 KAI TAK, HK
 NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
 MANSION A FIRST FLOOR PLAN

DATE
 DEC 29, 2022

DRAWING NO
 DMC-M02

REVISION NO.
 -

DLN Architects Limited

劉榮廣伍振民 建築師事務所

I hereby certify the accuracy of this plan.

WONG MING YIM
 Authorized Person (Architect)

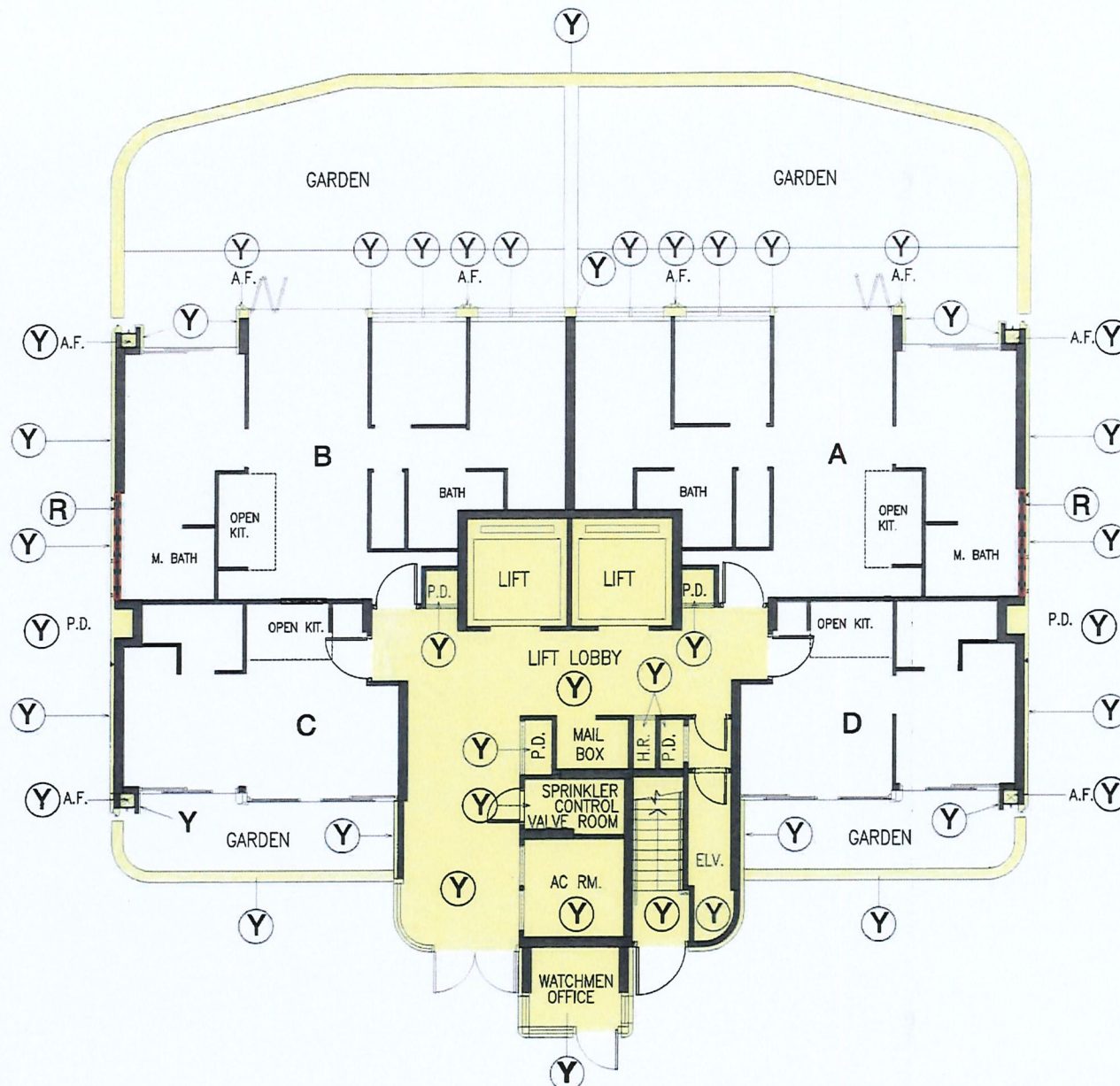
ABBREVIATIONS:

A.F. - ARCHITECTURAL FEATURE
 AC RM. - AIR-CONDITIONING ROOM
 BATH - BATHROOM
 ELV. - EXTRA LOW VOLTAGE ROOM
 H.R. - HOSE REEL
 KIT. - KITCHEN
 M. BATH - MASTER BATHROOM
 P.D. - PIPE DUCT

LEGEND:

Y YELLOW - RESIDENTIAL COMMON AREAS

R BROKEN RED LINES:
 PREFABRICATED EXTERNAL WALL



8 MUK TAI STREET
 KAI TAK, HK
 NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
MANSION B GROUND FLOOR PLAN

DATE
 DEC 29, 2022

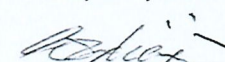
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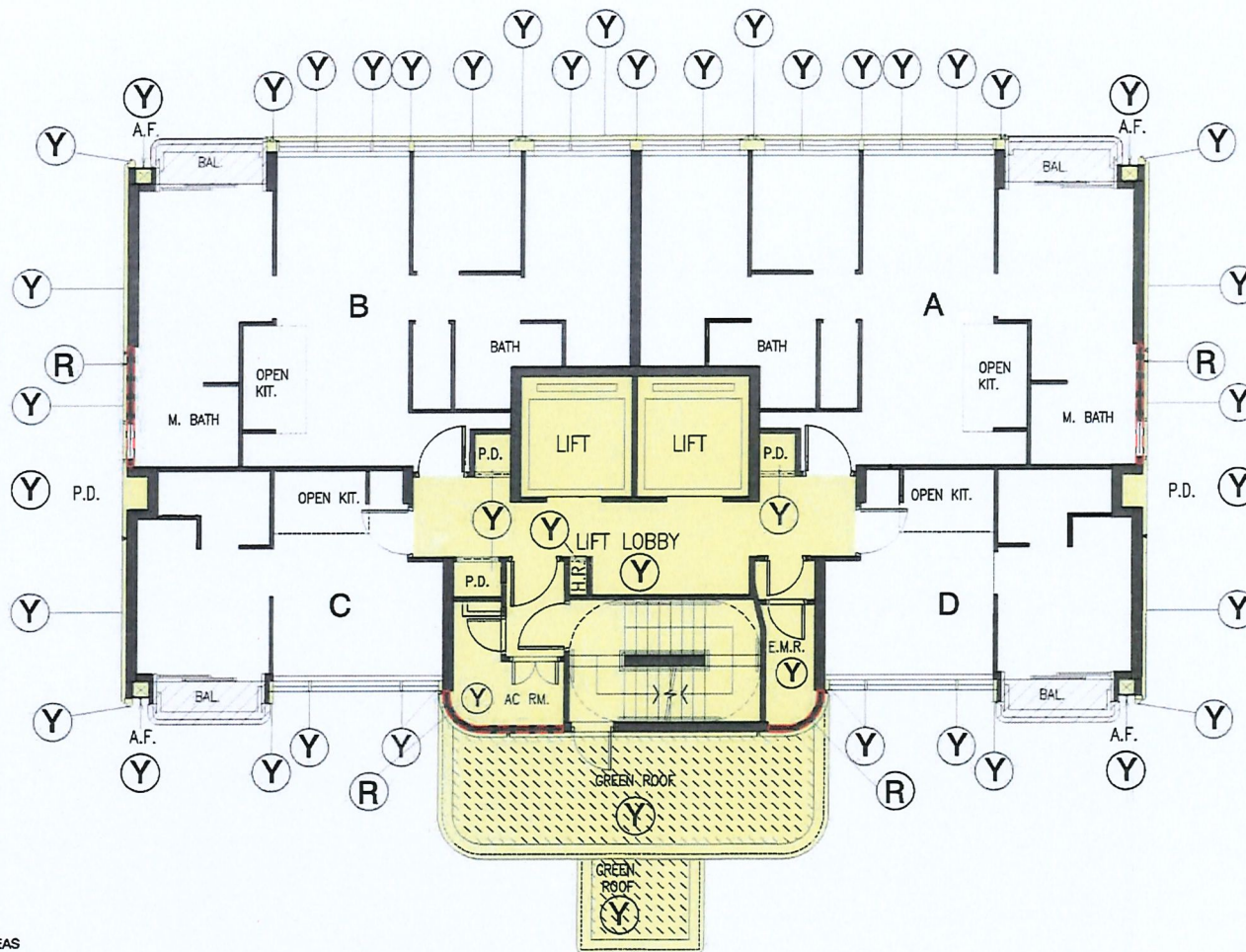
REVISION NO.
 -

DLN Architects Limited

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WONG MING YIM
 Authorized Person (Architect)



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 H.R. - HOSE REEL
 KIT. - KITCHEN
 M. BATH - MASTER BATHROOM
 P.D. - PIPE DUCT

LEGEND:

YELLOW - RESIDENTIAL COMMON AREAS
 BALCONY
 BROKEN RED LINES:
 PREFABRICATED EXTERNAL WALL
 YELLOW DASHED BLACK - GREENERY AREA
 (RESIDENTIAL COMMON AREAS)

0 1 2 3 4 5m

8 MUK TAI STREET
 KAI TAK, HK
 NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
MANSION B FIRST FLOOR PLAN

DATE
 DEC 29, 2022

DRAWING NO
 DMC-M04

REVISION NO.
 -

DLN Architects Limited

劉榮廣伍振民 建築師事務所

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 KIT. - KITCHEN
 M. BATH - MASTER BATHROOM
 P.D. - PIPE DUCT

LEGEND:

- Y YELLOW - RESIDENTIAL COMMON AREAS
 BROKEN RED LINES: PREFABRICATED EXTERNAL WALL
I INDIGO - ESTATE COMMON AREAS



8 MUK TAI STREET
 KAI TAK, HK
 NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
MANSION C GROUND FLOOR PLAN

DATE
 DEC 29, 2022

DRAWING NO
 DMC-M05

REVISION NO.
 -

DLN Architects Limited

劉榮廣伍振民 建築師事務所




I hereby certify the accuracy of this plan.

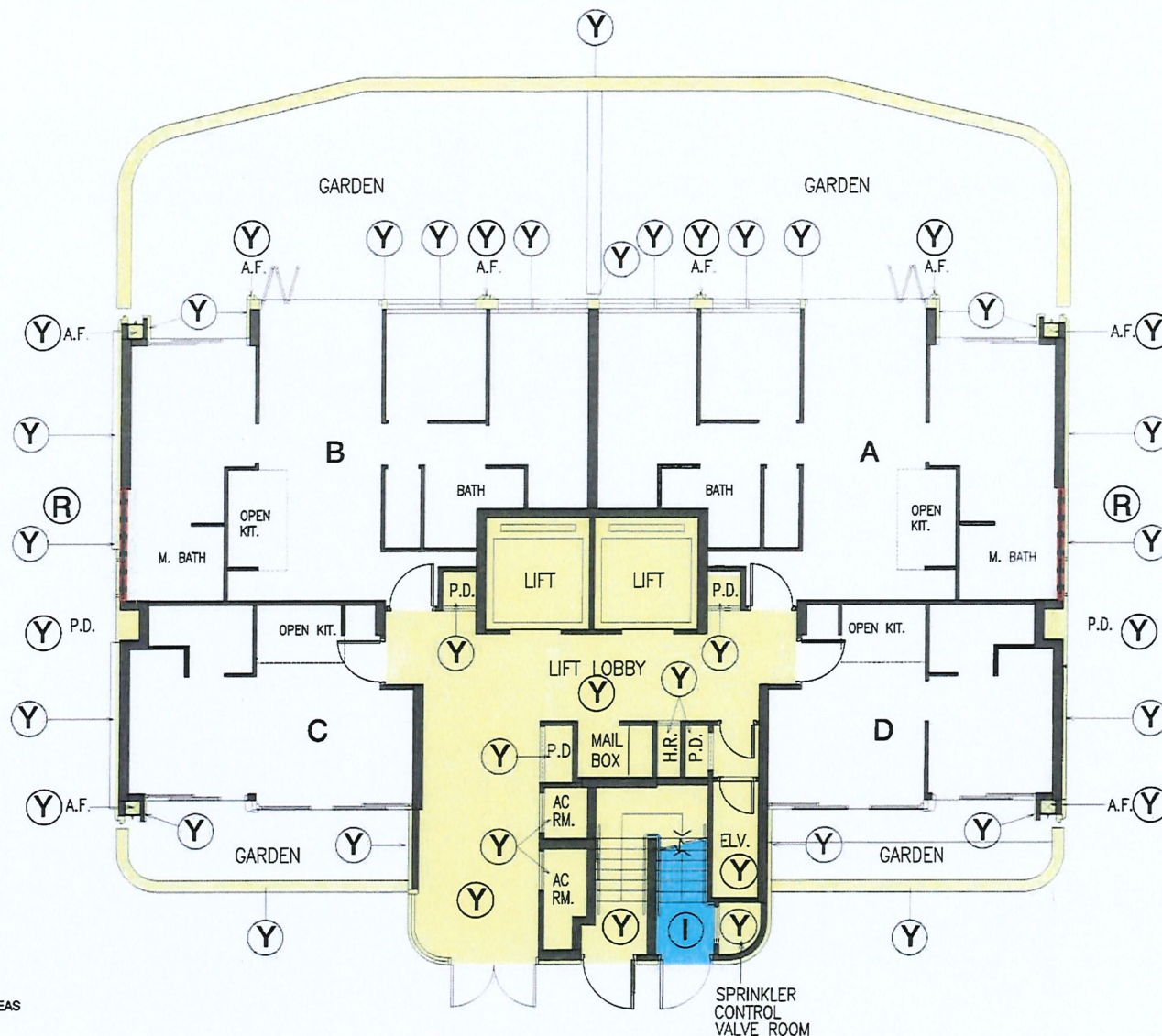
WONG MING YIM
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ABBREVIATIONS:

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AC RM. - AIR-CONDITIONING ROOM
BATH - BATHROOM
ELV. - EXTRA LOW VOLTAGE ROOM
H.R. - HOSE REEL
KIT. - KITCHEN
M. BATH - MASTER BATHROOM
P.D. - PIPE DUCT

LEGEND:

 YELLOW - RESIDENTIAL COMMON AREAS
 BROKEN RED LINES:
PREFABRICATED EXTERNAL WALL
 INDIGO - ESTATE COMMON AREAS



0 1 2 3 4 5m

8 MUK TAI STREET
KAI TAK, HK
NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
MANSION D GROUND FLOOR PLAN

DATE
DEC 29, 2022

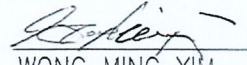
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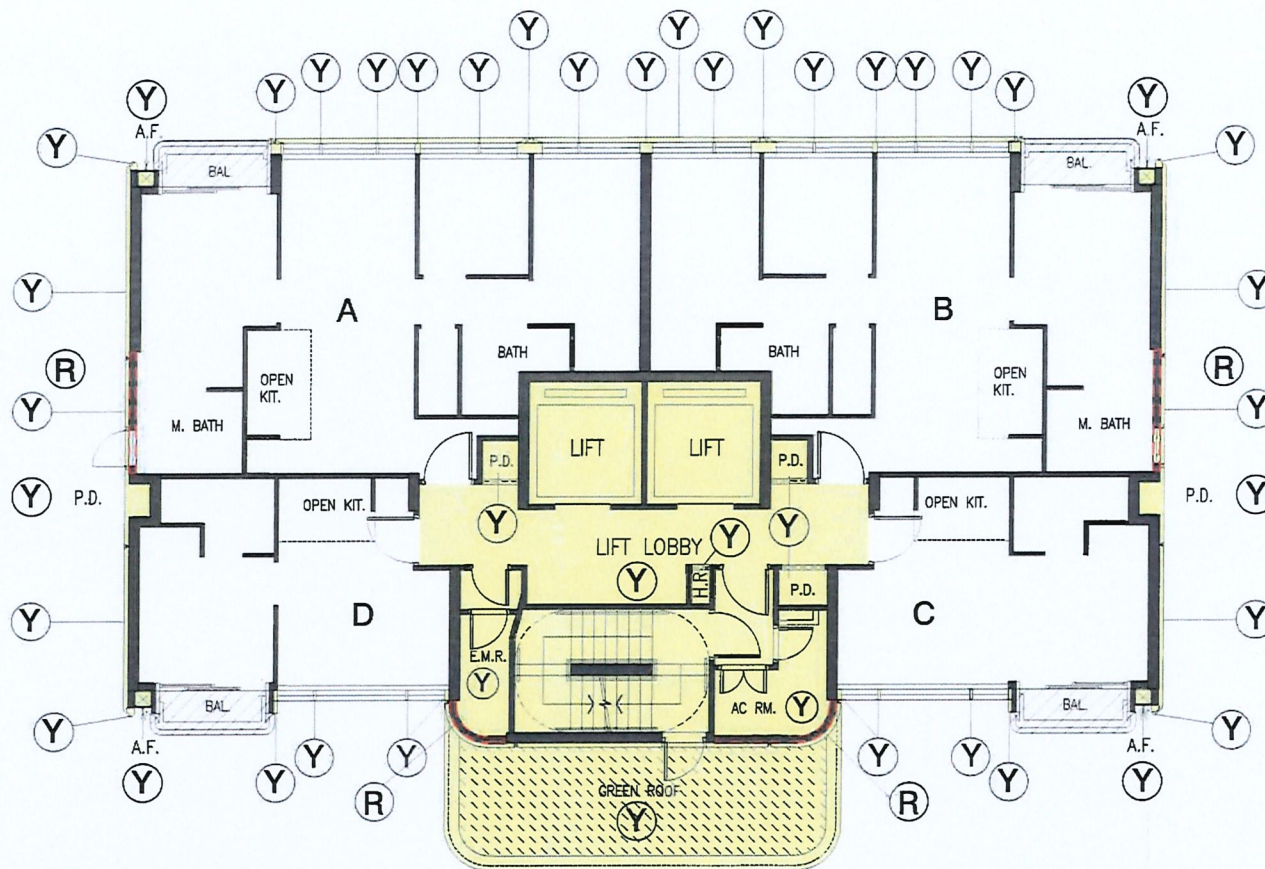
REVISION NO.
-

DLN Architects Limited

劉榮廣伍振民 建築師事務所

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 KIT. - KITCHEN
 M. BATH - MASTER BATHROOM
 P.D. - PIPE DUCT

LEGEND:

Y YELLOW - RESIDENTIAL COMMON AREAS
BAL BALCONY
R BROKEN RED LINES:
 PREFABRICATED EXTERNAL WALL
Y YELLOW DASHED BLACK - GREENERY AREA
 (RESIDENTIAL COMMON AREAS)

0 1 2 3 4 5m

8 MUK TAI STREET
 KAI TAK, HK
 NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
MANSION C & D FIRST FLOOR PLAN

DATE
 DEC 29, 2022

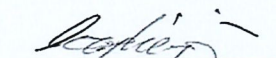
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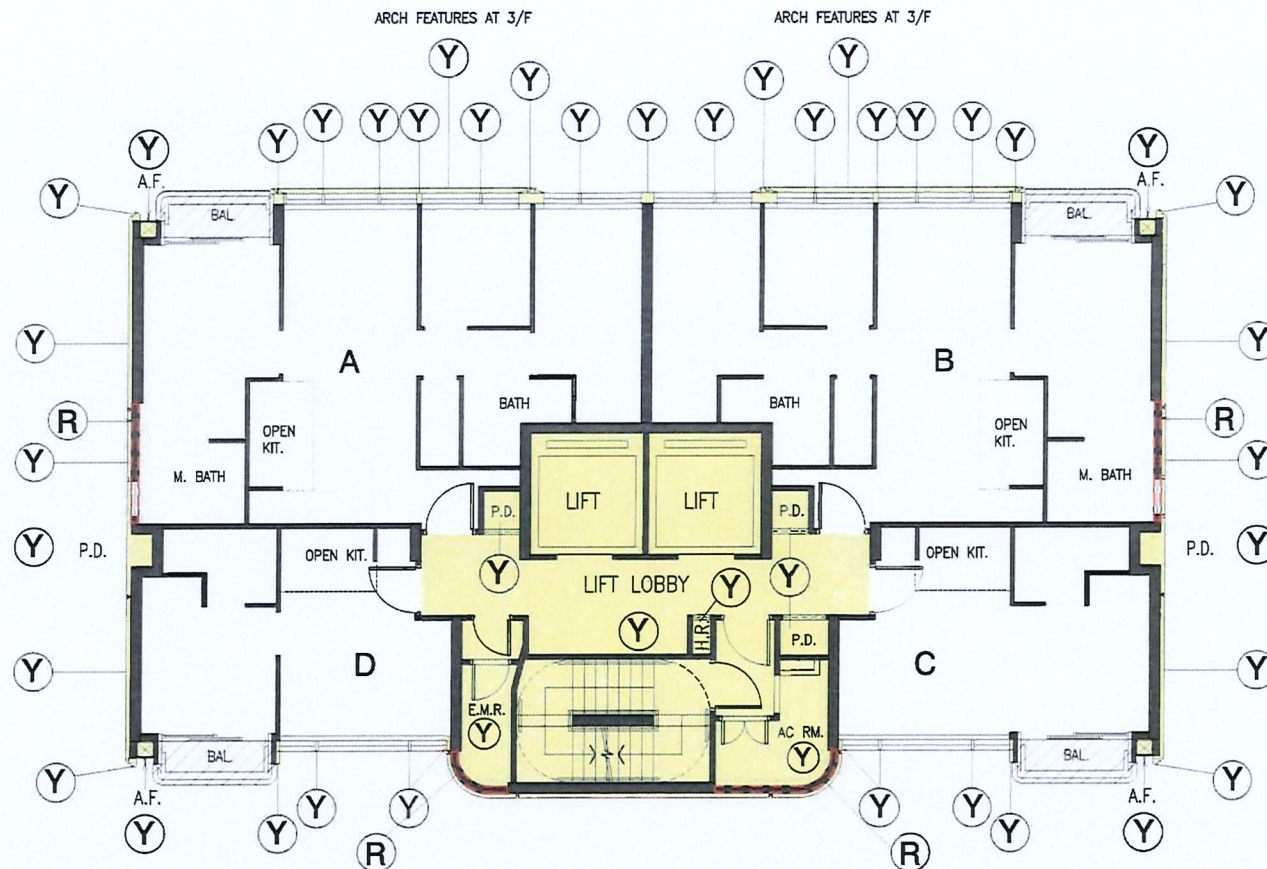
REVISION NO.
 -

DLN Architects Limited

劉榮廣伍振民 建築師事務所

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WONG MING YIM
 Authorized Person (Architect)



ABBREVIATIONS:

A.F. - ARCHITECTURAL FEATURE
 AC RM. - AIR-CONDITIONING ROOM
 BATH - BATHROOM
 E.M.R. - ELECTRICAL METER ROOM
 H.R. - HOSE REEL
 KIT. - KITCHEN
 M. BATH - MASTER BATHROOM
 P.D. - PIPE DUCT

LEGEND:

(Y) YELLOW - RESIDENTIAL COMMON AREAS

BAL BALCONY

(R) BROKEN RED LINES:
 PREFABRICATED EXTERNAL WALL

0 1 2 3 4 5m

8 MUK TAI STREET
 KAI TAK, HK
 NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
 MANSION A & C TYPICAL FLOOR PLAN,
 MANSION B & D TYPICAL FLOOR PLAN
 MIRROR MANSION A & C
 (2/F & 3/F)

DATE
 DEC 29, 2022

DRAWING NO
 DMC-M08

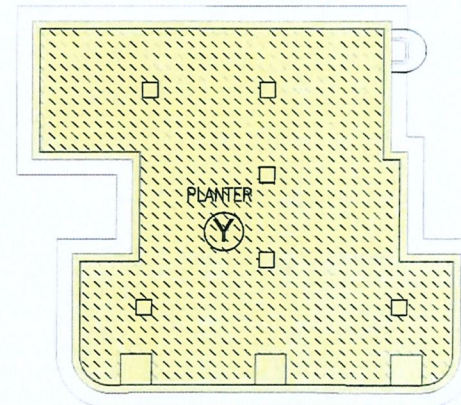
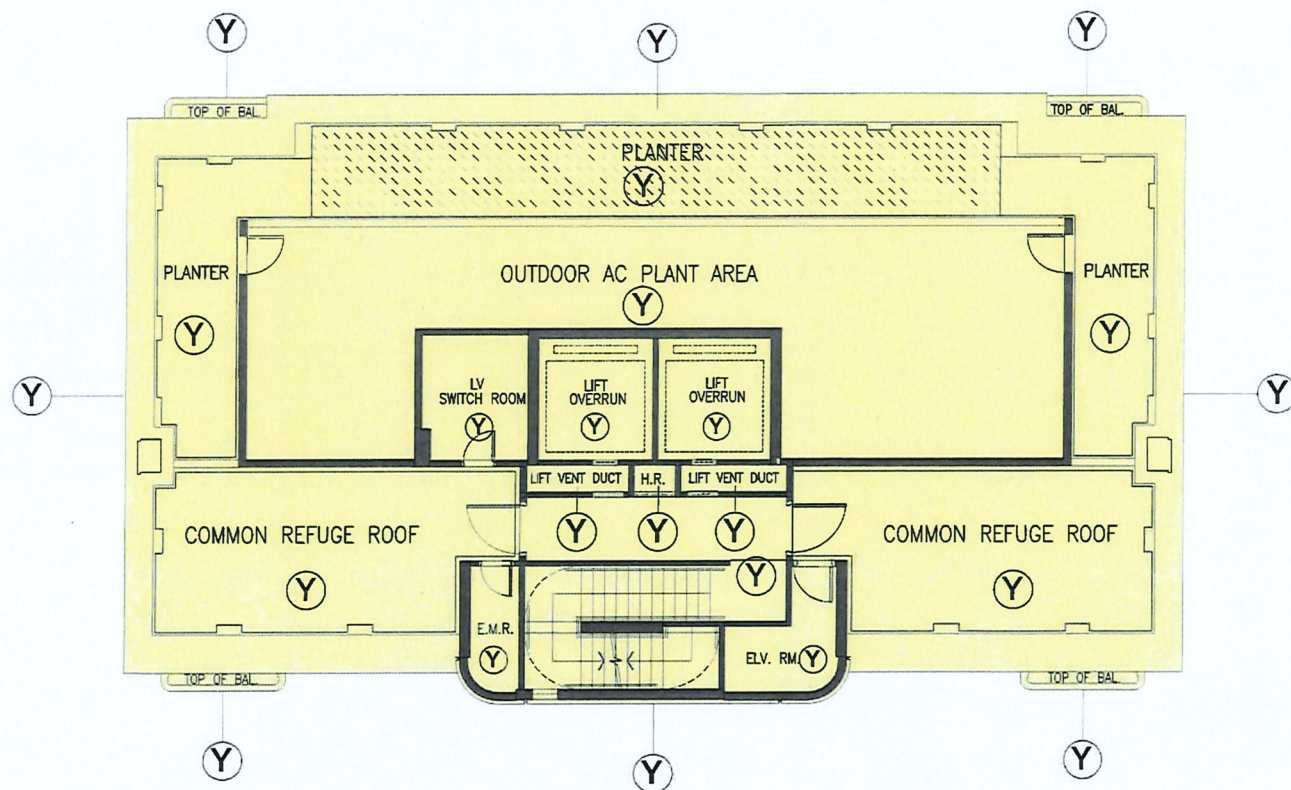
REVISION NO.
 -

DLN Architects Limited

劉榮廣伍振民 建築師事務所

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WONG MING YIM
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ABBREVIATIONS:

AC RM. - AIR-CONDITIONING ROOM
 E.M.R. - ELECTRICAL METER ROOM
 H.R. - HOSE REEL
 P.D. - PIPE DUCT

LEGEND:

 YELLOW - RESIDENTIAL COMMON AREAS
 YELLOW DASHED BLACK - GREENERY AREA (RESIDENTIAL COMMON AREAS)

0 1 2 3 4 5m

8 MUK TAI STREET
 KAI TAK, HK
 NEW KOWLOON INLAND LOT NO.6562

DRAWING TITLE
 MANSION A & C ROOF FLOOR PLAN,
 MANSION B & D ROOF FLOOR PLAN
 MIRROR MANSION A & C

DATE
 DEC 29, 2022

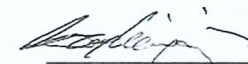
DRAWING NO
 DMC-M09

REVISION NO.
 -

DLN Architects Limited

劉榮廣伍振民 建築師事務所

I hereby certify the accuracy of this plan.



WONG MING YIM
 Authorized Person (Architect)

DATED the 27th day of September 2023

DENCO PROPERTIES LIMITED

AND



AND

WELL BORN REAL ESTATE MANAGEMENT LIMITED

I, the undersigned, do hereby certify
that this document is a true and
complete copy of its original or a
properly certified copy of its original.
Dated - 4 OCT 2023


Chan Yan Rui Vivian
Lo and Lo
Solicitor, Hong Kong SAR

DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT

in respect of

NEW KOWLOON INLAND LOT NO.6562

LO AND LO
SOLICITORS &c.
HONG KONG