

(4) For the purpose of fixing and determining the amount to be contributed by each Owner to the management expenses of the Development, Management Shares shall be allocated to the part or parts of the Development in the manner as are more particularly provided in the Third Schedule hereto.

(5) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the Covenanting Owner of the other part (hereinafter referred to as “the said Assignment”), the Registered Owner assigned unto the Covenanting Owner All Those [] equal undivided 51563rd parts or shares of and in the Land and the Development Together with the full and exclusive right and privilege to hold use occupy and enjoy ALL THAT [] of the Development (“First Unit”).

(6) The parties hereto have agreed to enter into this Deed to provide for the proper management, operation, servicing, maintenance, repair, decoration, renovation, improvement and insurance of the Land and the Development and for the purposes of defining and regulating the rights interests and obligations of themselves and all subsequent owners in respect of the Land and the Development.

NOW THIS DEED WITNESSETH as follows:

SECTION I

DEFINITIONS

In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

*[“Adjoining Lands”] *[All those pieces or parcels of ground respectively registered in the Land Registry as Sub-section 1 of Section G of Inland Lot No.5044, Sub-section 2 of Section H of Inland Lot No.5044, Section A of Sub-section 1 of Section H of Inland Lot No.5044, Sub-section 1 of Section I of Inland Lot No.5044, Sub-section 1 of Section P of Inland Lot No.5044, Sub-section 2 of Section R of Inland Lot No.5044 and Section A of Sub-section 1 of Section R of Inland Lot No.5044 which are more particularly delineated on the plan annexed to the Agreement to Surrender and shown thereon coloured [blue].]

*[“Agreement to Surrender”] *[The Agreement to Surrender dated 3rd November 2017 and registered in the Land Registry by Memorial No.17112400700022.]

“Authorized Person” Mr. Tang Kwok Wah Owen of Messrs. Wong Tung & Partners

Limited, and this expression shall include any other authorized person or persons as defined in Section 2(1) of the Buildings Ordinance for the time being appointed by the Registered Owner in his place.

“Car Park”	Either a Residential Parking Space or a Motor Cycle Parking Space.
“Car Park Common Areas”	All those areas or parts of the Land and the Development, the right to the use of which is designated by the Registered Owner in accordance with the provisions of this Deed for the common use and benefit of the Owners and occupiers of Car Parks and which is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, driveway, fan rooms, EMR(s) and such areas within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Residential Common Areas and the Development Common Areas. For the purpose of identification, the Car Park Common Areas are, where possible, shown coloured Indigo on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.
“Car Park Common Facilities”	All those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Car Parks and not for the exclusive use or benefit of any individual Owner of the Car Park or the Development as a whole and, without limiting the generality of the foregoing, including drains, manhole, channels, water mains (if any), sewers, gutters, watercourses, cables, wells (if any), pipes, wires, salt and fresh water intakes (if any) and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, refuse disposal equipment and facilities, ventilation air duct and plant room, access barrier equipment, petrol interceptor and other apparatus and equipment and facilities.
“Club Rules”	The rules and regulations as may be made, revoked or amended by the Manager from time to time relating to the Recreational Facilities and the use, management, operation and maintenance of the Recreational Facilities.
“Chairman”	The chairman of the Owners’ Committee appointed in accordance with the provisions hereof from time to time.
“Common Areas”	All of the Development Common Areas, Residential Common Areas and Car Park Common Areas.

"Common Facilities" All of the Development Common Facilities, Residential Common Facilities and Car Park Common Facilities.

"Development" The whole of the development now erected on the Land and now known as "**FLEUR PAVILIA (柏蔚山)**".

"Development Common Areas" All those areas or parts of the Land and the Development the right to the use of which is designated by the Registered Owner in accordance with the provisions of this Deed for the common use and benefit of the Owners and occupiers of the Units including bona fide visitors of the Development and is not given or reserved by this Deed or otherwise to the Registered Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing:-

- (a) external walls (excluding those forming part of the Residential Common Areas and/or the Residential Units);
- (b) emergency vehicular access (EVA), shuttle lift lobby(ies) (excluding that/those forming part of the Residential Common Areas), lifts (excluding those forming part of the Residential Common Areas), emergency generator room, fuel tank room, Transformer Room(s), HV switch room, LV switch rooms, lift lobbies (excluding those forming part of the Residential Common Areas), staircases, driveway, parking space for refuse collection operation, refuse storage and material recovery chamber, storm water manhole, sewer water manhole, petrol inceptor, entrance lobby, R.C. slab soffit and massfill;
- (c) the Slopes and Retaining Walls which are located within the Land (if any); and
- (d) such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Residential Common Areas and the Car Park Common Areas.

For the purpose of identification, the Development Common Areas are, where possible, shown coloured Green on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

"Development Common Facilities" All those installations and facilities in the Development Common Areas used in common by or installed for the common benefit of all the Units of the Development as part of the amenities thereof and not

for the exclusive benefit of any individual Unit and, without limiting the generality of the foregoing, including the gondola, drains, manhole cabinet, channels, water mains, sewers, gutters, watercourses (if any), cables, wells (if any), town gas valve cabinet, pipes, wires, salt and fresh water intakes and mains, fire fighting or security equipment and facilities, pumps, switches, meters, meter cabinet, lights, sanitary fittings, refuse disposal equipment and facilities, communal aerials and other apparatus equipment and facilities.

- “Development Rules” The rules which have been or may be made in accordance with the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and pursuant to this Deed by the Manager relating to the use, operation and maintenance of the Development from time to time, which include, inter alia, the Club Rules and the Fitting Out Rules.
- “Fitting Out Rules” Any rules, regulations or procedures as the Manager may make, revise, amend or implement from time to time for the fitting out or decoration of a Residential Unit.
- “gondola” The cleaning gondola and/or any other equipment or device of management including, without limitation, all brackets, hinges, posts or other related equipment.
- “Government” The Government of The Hong Kong Special Administrative Region for the time being entrusted with the rule and administration of The Hong Kong Special Administrative Region including any government department(s) and/or any other persons acting with the authority of the Government of The Hong Kong Special Administrative Region.
- “Government Grant” The Government Lease of the Land more particularly described in the First Schedule hereto as varied or modified by any subsequent variations or modifications thereof (if any) as approved by the Director of Lands.
- “Green and Innovative Features” All those green and innovative features which are exempted by the Building Authority from the calculation of gross floor area or site coverage of the Development and which comprise balconies, covered areas underneath balconies, non-structural prefabricated external walls, utility platforms, covered areas underneath utility platforms, wider common corridors and lift lobbies, and Mail Delivery Rooms with Mailboxes.
- “Loading and unloading spaces provided within the Development” Loading and unloading spaces provided within the Development

Unloading Spaces”	which are for identification purpose only shown coloured Orange and marked [L1, L2 and L3] on the [First Floor Plan] certified as to its accuracy by and on behalf of the Authorized Person annexed hereto.
"Mail Delivery Rooms with Mailboxes”	The mail delivery rooms with mailboxes which are for identification purpose only shown coloured Orange and marked “MAIL DELIVERY ROOMS WITH MAILBOXES” on the Fifth Floor Plan certified as to its accuracy by and on behalf of the Authorized Person annexed hereto.
“maintain”	Operate, service, repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, renovate, improve and decorate or any of such of the foregoing as may be applicable in the circumstances and are in the interest of good estate management.
“management”	All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
“Management Budget”	The annual budget prepared by the Manager in accordance with Subsection D of Section VI of this Deed.
“management expenditure” or “management expenses”	All costs, expenses and charges necessarily and reasonably incurred or to be incurred for the management of the Land and the Development, including Manager’s Remuneration.
"Management Fund”	All monies received, recovered or held by the Manager pursuant to this Deed except only the Manager’s Remuneration and the Special Fund.
"Management Shares”	The shares allocated or to be allocated to the Units of the Development as set out in the Third Schedule hereto for the purpose of determining the due proportion of the management expenses payable by each Owner.
“Manager”	The DMC Manager or any other manager for the time being appointed under the provisions of this Deed to manage the Land and the Development pursuant to the provisions of this Deed.
"Manager’s Remuneration”	The remuneration payable to the Manager pursuant to the provisions of this Deed.
"Miniature Logistic Service Room(s)”	The miniature logistic service room(s) which is/are exempted from the calculation of gross floor area and for identification purpose only shown coloured Orange and marked “MINIATURE LOGISTIC

SERVICE ROOM” on the Fifth Floor Plan certified as to its accuracy by and on behalf of the Authorized Person annexed hereto.

"Motor Cycle Parking Space"	A space for the parking of a motor cycle provided in the Development, and “Motor Cycle Parking Spaces” shall be construed accordingly.
"Non-enclosed Areas”	All those balconies, covered areas underneath balconies, utility platforms and covered areas underneath utility platforms which are for identification purpose only shown marked “BAL.” (in the case of balconies) and “U.P.” (in the case of utility platforms) respectively on the plans certified as to their accuracy by and on behalf of the Authorized Person annexed hereto.
“Occupation Permit”	An Occupation Permit (including a temporary Occupation Permit) relating to the Development issued by the Building Authority.
“Owner or Owners”	The person or persons who for the time being appear(s) from the records at the Land Registry to be the owner(s) of the undivided share(s) and shall include the registered mortgagee (as defined in the Building Management Ordinance) in possession of the undivided share(s).
"Owners’ Committee"	The Owners’ Committee formed under the provisions of this Deed and where an Owners’ Corporation has been formed, the management committee of the Owners’ Corporation.
“Owners’ Corporation”	The Owners’ Corporation incorporated under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).
“person”	A natural person, a legal person, a body corporate or unincorporated or other judicial person, partnership, firm, joint venture or trust.
“Plans”	The plans for the development of the Land approved by the Building Authority under Reference No. BD/2/3034/06 including any approved amendments thereto.
“Recreational Facilities”	All recreational facilities including, but not limited to, covered children play / landscaped area(s), female toilet, male toilet, entrance lobby, shuttle lift lobby, storage (S.T.), pantry, outdoor swimming pool(s), indoor swimming pool, male changing room, female changing room, kid’s toilet and other areas or facilities provided within the Development for use by the Owners and occupiers of the Residential Units and their bona fide visitors for recreational purposes.

“Residential
Common Areas”

All those areas or parts of the Land and the Development, the right to the use of which is designated by the Registered Owner in accordance with the provisions of this Deed for common use and benefit of the Owners and occupiers of Residential Units and is not given or reserved by this Deed or otherwise to the Registered Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include:-

- (a) external walls of the Residential Units including the non-structural prefabricated external walls and the curtain wall system of the Tower(s) (except the openable parts of the curtain wall system wholly enclosing or fronting a Residential Unit and such pieces of vision panels forming part of the curtain wall system and wholly enclosing or fronting a Residential Unit, which said openable parts and vision panels shall form part of the relevant Residential Units);
- (b) architectural fins and features (if any) forming part of or on such external walls and/or curtain walls;
- (c) Recreational Facilities;
- (d) Miniature Logistic Service Room(s);
- (e) Mail Delivery Rooms with Mailboxes;
- (f) Loading and Unloading Spaces;
- (g) Visitors' Parking Spaces;
- (h) roof(s), planters, deck, shuttle lift lobby(ies) (excluding those forming part of the Development Common Areas), lift lobby(ies) (excluding those forming part of the Development Common Areas), lifts (excluding those forming part of the Development Common Areas), main switch room(s), AC plant room(s), covered landscape area(s), water transfer pump room(s), podium water pump room, sprinkler water tank, rainwater recycling plant room, sprinkler pump room, master water meter room, TBE room, TBE inlet, gas inlet, lift pits, inaccessible void(s), EMR(s), FS pump and booster pump room, FS water tank(s), management office, staircases, heat pump room, swimming pool filtration plant (outdoor), swimming pool filtration plant (indoor), water feature filtration plant room(s), flat roof(s) (excluding those

forming part of the Residential Units), guard room, FS booster pump room and landscaped areas;

- (i) pipe wells, pipe works, metal grating platform(s) and cat ladder(s);
- (j) access to access opening for operating CCTV imaging device for drainage inspection and working space for maintenance;
- (k) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities; and
- (l) such areas within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Development Common Areas and the Car Park Common Areas.

For the avoidance of doubt, any vision panel forming part of the curtain wall system of the Tower(s) that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas.

For the purpose of identification, the Residential Common Areas are, where possible, shown coloured Orange on the plans certified as to their accuracy by and on behalf of the Authorized Person annexed hereto.

“Residential
Common Facilities”

All those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Residential Units and not for the exclusive use or benefit of any individual Owner of a Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include fire dampers, drains, switches, meters, pipes, pumps, wires, cables, lights, antennae, external decorative aluminium cladding and louvres, lifts, lift doors, lift call buttons and indicators and manual fire alarm, installations and facilities in the lift machine rooms, fire warning and fighting equipment, refuse disposal equipment and apparatus, horizontal screen / covered walkway, canopy and recreational and other facilities in the Recreational Facilities and other service facilities apparatus whether ducted or otherwise.

“Residential Parking
Space”

A space for the parking of a motor vehicle (including the electric vehicles charging enabling facilities and associated conduits serving exclusively the space) provided within the Development, and

“Residential Parking Spaces” shall be construed accordingly.

“Residential Unit”

A unit within the Development designated for residential use and to which undivided shares in the Land and the Development have been allocated and including, without limitation:-

- (a) [the balcony(ies) (if any), the utility platform(s) (if any), the bay window(s) (if any), the flat roof(s) (if any) and the Void(s) (if any) held with or forming part of such Residential Unit;
- (b) the openable parts of the curtain wall system of the Tower(s) wholly enclosing or fronting the Residential Unit; and
- (c) such pieces of vision panels forming part of the curtain wall system of the Tower(s) and wholly enclosing or fronting the Residential Unit,

and “Residential Units” shall be construed accordingly.

“Slopes and Retaining Walls”

The slopes, slope treatment works, retaining walls and other structures within or outside the Land and which are shown and coloured Pink on the annexed Slopes and Retaining Walls Plan of a scale of not less than 1:500 certified by the Authorized Person as to the inclusion of all such slopes, slope treatment works, retaining walls and other structures existing at the date of this Deed which are required to be maintained by the Owners under the Government Grant.

“Special Fund”

A fund to be established and held by the Manager as trustee for all Owners for payment of expenses of a capital nature or of a kind not expected to be incurred annually. Such expenses shall include, inter alia, expenses for the renovation, improvement and repair of the Common Areas, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and the costs of the relevant investigation works and professional services. The three sub-categories of the Special Fund which are established pursuant to Clauses 10(a), (b) and (c) of Subsection D of Section VI shall be construed in their respective context accordingly throughout this Deed and the term “Special Fund” whenever appeared in this Deed, unless otherwise re-defined or except where the context otherwise requires or permits, shall mean collectively the aforesaid three sub-categories of the Special Fund as a whole.

“Tower(s)”

The building or building(s) in the Development containing, inter alia,

the Residential Units.

"Transformer Room(s)"	All transformer room(s) within the Land including ventilation system(s), building services, main walls, cable entry facilities, structures for cable ducts/ troughs/raisers/draw pits and meter boards serving the transformer room(s).
"undivided share or shares"	Any equal undivided share(s) of and in the Land and the Development.
"Unit"	Any premises in the Development to which undivided shares in the Land and the Development have been or may be allocated of which the Owner, as between himself and Owners or occupiers of other parts of the Development, is entitled to the exclusive possession, being either a Residential Unit or a Car Park.
"Visitors' Parking Space"	A space for the parking of licensed motor vehicles (including the electric vehicles charging enabling facilities and associated conduits serving exclusively the space) belonging to the bona fide guests, visitors or invitees of the residents or occupiers of the Residential Units. "Visitors' Parking Spaces" shall be construed accordingly and for identification purpose only are shown coloured Orange and marked ["V1", "V2" and "V3"] on the [Ground Floor Plan] certified as to its accuracy by and on behalf of the Authorized Person annexed hereto.
"Void(s)"	The areas of the void(s) which are exempted from the calculation of gross floor area and for identification purpose only shown marked "VOID" on 35/F Floor Plan certified as to its accuracy by and on behalf of the Authorized Person annexed hereto.
"Works and Installations"	The major works and installations in the Development which require regular maintenance on a recurrent basis, a schedule of which as at the date hereof is included in the Fourth Schedule to this Deed.

SECTION II

EXCLUSIVE RIGHTS OF REGISTERED OWNER AND COVENANTING OWNER

1. The Registered Owner shall at all times hereafter subject to and with the benefit of the Government Grant, this Deed and the said Assignment have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Covenanting Owner the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof save and except ALL THAT First Unit and save and except the Common Areas and the Common Facilities.
2. The Covenanting Owner shall at all times hereafter subject to and with the benefit of the Government Grant, this Deed and the said Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Registered Owner ALL THAT First Unit together with the appurtenances thereto and the entire rents and profits thereof.
3. Subject to Section VIII hereof, the respective grants hereinbefore contained shall in each case be for the residue of the term of years set out in the First Schedule hereto.
4. Each undivided share of and in the Land and the Development and the full and exclusive right and privilege to hold use occupy and enjoy any part of the Development and to receive the rents and profits therefrom shall be held by the Owner or Owners from time to time entitled thereto subject to and with the benefit of the Government Grant and the easements rights privileges and obligations herein contained.
5. The Owners (including the Registered Owner) shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions contained in the Government Grant and herein contained and the benefit and burden thereof shall be annexed to every part of the Land and the Development and the undivided share or shares held therewith. The Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong) and any statutory amendments modifications or re-enactments thereof for the time being in force shall apply to this Deed.
6. Every Owner for the time being of any undivided share shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other undivided share or shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell assign mortgage lease licence or otherwise dispose of or deal with his undivided share or interest in the Land and the Development together with the exclusive right and privilege to hold use occupy and enjoy such part or parts of the Development which may be held therewith but any such sale assignment mortgage lease licence or other disposal shall be expressly subject to and with the benefit of this Deed.

7. (a) The right to the exclusive use occupation and enjoyment of any part of the Land or the Development 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 shall not extend to leases or tenancies the terms of which shall not exceed ten (10) years (including any renewal thereof) at any one time.

(b) The right to the exclusive use occupation and enjoyment of [balcony(ies) (if any), utility platform(s) (if any), bay window(s) (if any), flat roof(s) (if any), and the Void(s) (if any)] shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the Residential Unit with which the [balcony(ies) (if any), utility platform(s) (if any), bay window(s) (if any), flat roof(s) (if any), and the Void(s) (if any)] are held.

(c) The Car Parks shall not be:-

(i) assigned except

(I) together with a Residential Unit or Residential Units; or

(II) to a person who is already the Owner of a Residential Unit or Residential Units; or

(ii) underlet except to residents of the Residential Units.

8. Each and every Owner covenants with the Registered Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the Registered Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and any interest therein and shall apply notwithstanding any provisions to the contrary contained in this Deed that the Registered Owner shall for as long as it remains the beneficial owner of any undivided share of and in the Land and the Development have the right at any time or times and from time to time 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 the Registered Owner without the concurrence or approval of any other Owner, the Manager or any other person interested in the Land and the Development except where otherwise provided in the following sub-clauses:

(a) The full and unrestricted right privilege and power at all reasonable times hereafter to enter into and upon all parts of the Land (save and except those parts of the Development already sold or assigned by the Registered Owner or exclusively owned by the other Owners) with all necessary equipment plant and materials for the purposes of constructing and completing the Development or any part thereof in accordance with the Plans and for such purposes to carry out all such works in under or over the Land as it may from time to time see fit provided that nothing herein shall absolve the Registered

Owner from obtaining any Government approval which may be required for the same. The rights of the Registered Owner to enter the Land (save and except those parts as aforesaid) to carry out such works shall extend equally to all contractors agents workers and other persons authorized by the Registered Owner. The Registered Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land (save and except those parts as aforesaid) that the Owners his/their servants agents or licensees may or may not use or have access to or over while such works are being carried out Provided that:

- (i) the Registered Owner shall be liable for any inconvenience, disturbance, damage or loss caused to other Owners, the Development and any Unit by the exercise of the rights under this sub-clause;
 - (ii) the Registered Owner shall ensure that the least disturbance and inconvenience will be caused to any Owner or any occupier of a Unit; and
 - (iii) the Registered Owner shall ensure that an Owner's sole and exclusive right and privilege to hold use occupy and enjoy his Unit shall not be interfered with and an Owner's access to and from his Unit shall not be impeded.
- (b) The right to change, amend, vary, add to or alter the Plans in respect of any part or parts of the Land and the Development which have not been sold or assigned by the Registered Owner at the Registered Owner's own cost and expense without the concurrence or approval of the Owners or any of the parties hereto but nothing herein shall absolve the Registered Owner from the requirements of obtaining the prior written consent of the Director of Buildings and any other statutory Government Authorities pursuant to the Government Grant provided that any such change amendment variation addition or alteration shall not affect or interfere with an Owner's sole and exclusive right and privilege to hold use occupy and enjoy his Unit or impede or restrict the Owner's access to and from his Unit.
- (c) Subject to Clause 15 of Section X of this Deed, the right to enter into a sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Development which have not been sold or assigned by the Registered Owner Provided that such sub-deed or sub-deeds of mutual covenant shall not conflict with the provisions of the Government Grant or this Deed or any other sub-deed of mutual covenant.
- (d) The exclusive right and privilege from time to time to designate and/or re-designate the floor numbering, tower numbering and unit numbering of any part of the Development vested in the Registered Owner provided that any

such designation and/or re-designation shall not cause damage or loss to any other parts of the Development and the Owners thereof and Provided further that such designation and/or re-designation shall accord with the Plans.

- (e) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed being obtained, the authority and right for the Registered Owner to negotiate and agree with the Government at the Registered Owner's own cost and expense any amendment, alteration, variation or addition to the terms and conditions of the Government Grant without the concurrence or approval of every Owner and to execute any documents in the name of the Registered Owner only and/or on behalf and in the name of all or some Owners in connection therewith without the necessity of joining in any other Owner, provided that any such amendment, alteration, variation or addition or such documents shall not in any way affect or interfere with an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the Owner's access to or from his Unit. Any benefit, payment or compensation received in relation to or incidental to such amendments, alteration, variation or addition or document shall be credited to the Special Fund.
- (f) Notwithstanding and without prejudice to the generality of anything hereinbefore contained, subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed being obtained, the Registered Owner further reserves the right at its own cost and expense to apply to, negotiate and agree with the Government with a view to amending, varying or modifying the Government Grant (including the plan(s) annexed thereto) or any conditions thereof for installing on government land pipes, sewers, subways or other facilities serving exclusively the Development or any part thereof in such manner as the Registered Owner may deem fit without the concurrence or approval of any other Owners and to execute any documents in the name of the Registered Owner in connection therewith without the necessity of joining in any other Owners and any such amendment, variation or modification shall be binding on all the Owners Provided always that such amendment, variation or modification shall not in any way affect the Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any such Unit Provided That nothing herein shall impose any obligation on the Registered Owner to make any modification to the Government Grant or to enter into any other documents referred to above.
- (g) The full right and power to designate and declare by deed or in writing any area or part or parts of the Land or the Development the sole and exclusive right to hold, use, occupy and enjoy of which and to receive the rents and profits therefrom is for the time being owned by the Registered Owner to be additional Residential Common Areas or Development Common Areas or Car

Park Common Areas whereupon with effect from and for the duration of such designation or declaration such area or part or parts shall form part of the relevant type of Common Areas as hereinbefore defined and the Owners or relevant Owners shall contribute to the maintenance and upkeep of the same as if they were part of the relevant type of Common Areas Provided that

- (i) such designation are for the benefit of all Owners or the relevant Owners and the approval by a resolution of Owners or the relevant Owners at an Owners' meeting convened under this Deed has been obtained;
 - (ii) the exercise of the rights of the Registered Owner under this sub-clause (g) shall not in any way interfere with any other Owner's exclusive right to hold, use, occupy and enjoy the Unit which such other Owner owns and his rights and interests under this Deed in respect of such Unit and shall not restrict or impede such other Owner's right of access to and from the Unit which such other Owner owns;
 - (iii) all the undivided shares allocated to the additional Common Areas shall be assigned to and vested in the Manager in accordance with the provisions of this Deed by a separate deed.
- (h) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed being obtained, the right for the Registered Owner without the necessity of joining any other Owners as a party but subject to the provisions of this Deed from time to time in the name of all Owners to negotiate with Government and to surrender, dedicate or assign any Units (which have not been sold or assigned by the Registered Owner) to the Government or the public as the case may be and to accept from Government such land in exchange for or in addition to the aforesaid Units as Government shall grant Provided that in making such surrender, dedication or assignment, the Registered Owner shall not interfere with an Owner's sole and exclusive right and privilege to hold use occupy and enjoy his Unit or impede or restrict the Owner's access to and from his Unit and Provided further that any benefit, payment or compensation received shall be credited to the relevant sub-category of the Special Fund.

9. In connection with the exercise of or incidental to the Registered Owner's rights mentioned in the preceding Clause 8, without prejudice to the generality of any of the aforesaid rights, each Owner agrees that the Registered Owner (and its successors and assigns) may sign and/or seal and execute such deed(s) or document(s) as may be necessary for the exercise of or incidental to the Registered Owner's rights under Clause 8 and each Owner do hereby irrevocably appoint the Registered Owner (and its successors and assigns) as his attorney (with full power of substitution and delegation and who may act through such

officers, employees, agents, nominees and any substitute attorneys as the attorney may from time to time appoint) to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf (without concurrence or approval of any Owner, but if necessary, in conjunction with the Registered Owner and/or other Owners) and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Registered Owner (and its successors and assigns) to effectuate any of the aforesaid purposes.

10. An Owner shall not assign his Unit unless the relevant assignment includes the following covenants in substantially the following terms:

“The Purchaser hereby covenants with the Vendor for itself and, if applicable, as agent for Golden Kent International Limited (and its successors assigns (other than the Purchaser) and attorneys all of whom are for the purpose of this paragraph referred to as “Developer”) to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “the Covenanting Purchaser”) and be enforceable by the Vendor and/or (as the case may be) the Developer that:

- (i) The Covenanting Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on the Developer as the Registered Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement and the Covenanting Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by the Developer.
- (ii) The Covenanting Purchaser hereby appoints the Developer acting singly to be its attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the Developer may from time to time appoint) and grants unto the Developer the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Covenanting Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges conferred on the Developer as the Registered Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement as aforesaid.
- (iii) The Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set

out therein are made directly by the Covenanting Purchaser.

- (iv) The Covenanting Purchaser shall not assign alienate transfer or otherwise dispose of the Property unless the relevant assignment, instrument in writing or document includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein contained.

Provided that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii), (iii) and (iv) hereinbefore contained.”

SECTION III

EASEMENTS RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH RESIDENTIAL UNIT OR CAR PARK

A. Residential Units

1. The Owner of a Residential Unit shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the Development Rules and subject to the rights of the Registered Owner and the Manager and to the payment by the Owner of his due proportion of the management expenditure:

- (a) 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 the Development Common Areas and the Residential Common Areas and to use the Development Common Facilities and the Residential Common Facilities for all purposes connected with the proper use and enjoyment of such Residential Unit.
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- (c) The free and uninterrupted passage and running of water, sewage, electricity, ventilation, telephone and various other services from and to the Residential Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Residential Unit or the Development or any part or parts thereof for the proper use and enjoyment of the Residential Unit owned by the Owner.
- (d) The right for any Owner with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Unit (of which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Residential 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.

2. The Owners of the Residential Units shall have no right to enter upon any part of the Land and the Development save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Development as a

whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

B. Car Parks

1. The Owner of a Car Park shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the Development Rules and subject to the rights of the Registered Owner and the Manager and to the payment by the Owner of his due proportion of the management expenditure:

- (a) 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 the Development Common Areas and the Car Park Common Areas and to use the Development Common Facilities and the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of such Car Park.
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- (c) The free and uninterrupted passage and running of water, sewage, electricity, ventilation, telephone and various other services from and to the Car Park owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Car Park or the Development or any part or parts thereof for the proper use and enjoyment of the Car Park owned by the Owner.
- (d) The right for any Owner with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Unit (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Car Park (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.

2. The Owner of a Car Park shall have no right to enter upon any part of the Land and the Development save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Development as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Development for that purpose as herein provided.

3. For the avoidance of doubt, the Owner of a Car Park shall have no right to use the Recreational Facilities unless he is also at the same time the Owner or resident of a Residential Unit.

*[C. Provisions applicable to all Owners

Notwithstanding anything herein contained, until such time as the Adjoining Lands shall be surrendered to the Government in accordance with the Agreement to Surrender:-

- (a) the Registered Owner as the registered owner of the Adjoining Lands (which is referred to as “**the Grantor**” in this Sub-Section C) grants unto the owners for the time being of the Land and their tenants, servants and other persons authorized by them a right of way with or without vehicles at all times by day and by night over and along the Adjoining Lands in common with the Grantor and all other persons having the like right; and
- (b) the Registered Owner shall be responsible for the maintenance and repair of the Adjoining Lands at its own costs and expenses.]

SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH RESIDENTIAL UNIT OR CAR PARK IS HELD

A. Residential Units

The following are the easements rights and privileges subject to which each undivided share and the exclusive right to hold use occupy and enjoy each Residential Unit is held:

- (a) The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Residential Unit for the purposes of effecting necessary repairs to the Development and installing, inspecting, examining and maintaining the Common Areas or the Common Facilities of in under adjacent or adjoining to such Residential Unit or any other apparatus and equipment used or installed for the benefit of the Land and the Development or any part or parts thereof as part of the amenities thereof or abating any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expenses make good any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, his employees and contractors.
- (b) Easements, rights and privileges of the Owners of other Residential Units under Clause A1 of Section III hereof.
- (c) Easements, rights and privileges of the Owners of the Car Parks under Clause B1 of Section III hereof.
- (d) Easements, rights and privileges of the Registered Owner under Clause 8 of Section II hereof.

B. Car Parks

The following are the easements rights and privileges subject to which each undivided share and the exclusive right to hold use occupy and enjoy each Car Park is held:

- (a) The Manager shall have full right and privilege at all reasonable times on prior written notice (except in the case of emergency) with or without agents,

surveyors, workmen and others to enter into go pass or repass over along and upon each Car Park for the purposes of effecting necessary repairs to the Development and installing, inspecting, examining and maintaining the Common Areas or the Common Facilities of in under adjacent or adjoining to such Car Park or any other apparatus and equipment used or installed for the benefit of the Land and the Development or any part or parts thereof as part of the amenities thereof or abating any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expenses make good any damage caused thereby and shall be liable for negligent or wilful or criminal acts of the Manager, his employees and contractors.

- (b) Easements rights and privileges of the Owners of other Car Parks under Clause B1 of Section III hereof.
- (c) Easements rights and privileges of the Owners of the Residential Units under Clause A1 of Section III hereof.
- (d) Easements, rights and privileges of the Registered Owner under Clause 8 of Section II hereof.

C. Provisions applicable to all Owners

The Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities or any part thereof.

SECTION V

A. Covenants provisions and restrictions to be observed and performed by the Owners

1. Every Owner on ceasing to be the Owner of any Unit of the Development shall forthwith notify the Manager in writing of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner, every such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date of such cessation.

2. Each Owner shall promptly pay and discharge all existing and future taxes rates assessments and outgoings of every kind and description for the time being assessed or payable in respect of the Unit owned by him and shall indemnify the other Owners from and against all liability therefor. Without limiting the generality of the foregoing, if any Unit shall have its own separate government water meter, then the water charges for the supply of water to such Unit shall be paid by the Owner thereof, but if two or more Units share the same government water meter, the water charges for the supply of water to such group of Units shall be shared and paid by the Owners thereof in proportion to the number of undivided shares of such Units for the time being owned by such Owners.

3. Each Owner, including the Registered Owner, shall pay to the Manager on the due date his due proportion of management expenditure (including the Manager's Remuneration) and Special Fund as hereinafter provided.

4. No Owner, including the Registered Owner, shall make or be allowed to make any structural alterations or additions to the Unit owned by him which may damage or affect or interfere with the rights of the other Owners or the use and enjoyment of any other part or parts of the Development whether in separate or common occupation nor shall the Manager make any structural alterations to any part of the Development which will interfere with or affect the rights of Owners. No Owner, including the Registered Owner, (except as herein provided) shall use cut injure alter or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus on in or upon the Land or the Development not being equipment or apparatus for the exclusive use and benefit of any individual Owner. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this Clause.

5. No Owner shall permit or suffer to be done any act or thing in contravention of the covenants and conditions in the Government Grant under which the Land is held from the Government or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by an Owner in addition to any other liability incurred thereby such Owner shall pay the amount of any increase in premium caused by or on account

of such breach. In the event of the Development or any part thereof being damaged or destroyed by fire or other perils at any time and the insurance money under any insurance against fire or such perils effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of such Owner as aforesaid, then and in such event, such Owner shall pay to the other Owners the whole or (as the case may be) a fair proportion of the cost of completely rebuilding or reinstating the same.

6. Each Owner shall be responsible for and shall indemnify the Manager all other Owners and occupiers against all actions proceedings claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Development owned by him or any person using such part of the Development with his consent express or implied or by or through or in any way owing to the overflow of water gas or other effluent therefrom.

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

8. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Development.

9. No Owner shall do or permit or suffer to be done and each Owner shall take all possible steps to prevent his tenants occupiers or licensees from doing any act deed matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the maintenance of the Development and the Land.

10. Each Owner shall notwithstanding the obligations of the Manager to maintain the Development keep the Unit in respect of which he is entitled to exclusive possession use and/or enjoyment and those fixtures fittings services or facilities (including but not limited to the Green and Innovative Features (if any) and the Void(s) (if any) forming part of such Unit) which exclusively serve the same whether or not they are located inside his Unit 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 Development. The expenses of keeping in good and tenable repair and condition the interior of each Unit and all the fixtures and fittings and all plumbing and other utility fittings and services therein or appertaining thereto (including but not limited to the Green and Innovative Features (if any) and the Void(s) (if any) forming part of such Unit) which exclusively serve the Unit (whether or not they are located inside or outside

the Unit) and all the windows and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.

11. No partitioning shall be erected or installed which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

12. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose and no Owner shall use or permit or suffer the Unit owned by him to be used for any purpose other than that permitted by the Government Grant and the Building Authority and in accordance with any applicable Development or other Regulations or any Government or other permit consent or requirement from time to time applicable thereto and in particular no Owner shall use or permit or suffer any part of the Development to be used as a mahjong school, funeral parlour, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as “Ta Chai (打 齋)” or any similar ceremony or as a boarding house, dance hall, guest house, hotel apartment, ballroom or pawn shop or for any offensive trade or business and no Owner shall do or cause or permit or suffer to be done any act or thing in his Unit which may be in contravention of the terms and conditions in the Government Grant or become a nuisance or annoyance to or cause danger to the other Owners or occupiers for the time being of the Development.

13. No part of the Common Areas shall be obstructed or incumbered nor shall any articles boxes material refuse or any other matter or things be placed or left thereon nor shall any part of the Common Areas be used for any business or private purpose and no Owner will do or suffer or permit to be done anything in the Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Development.

14. The refuse room and/or garbage disposal areas (if any) shall be used only in the manner prescribed by and subject to the Development Rules.

15. No Owner shall have the right to enter into any areas housing the Common Facilities or to alter repair connect to or in any other way interfere with or affect the working of the Common Facilities unless the prior written consent of the Manager is obtained and the least disturbance is caused and any damage caused thereby shall be made good by the Manager at the expense of such Owner.

16. No Owner shall be entitled to connect to any aerial or other antenna installed by the Manager except with the permission of the Manager and in accordance with any Development Rules relating to the same. No Owner shall affix or install his own private aerial or antenna outside or on any part of the Development.

17. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance of the Development or any part thereof and in particular no external shades, awnings, fences, metal grilles, partitions or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in,

about, on or at any part of the external wall, flat roofs, roofs or upper roofs of the Development or any part thereof.

18. Save and except for the rights and privileges reserved and otherwise provided in this Deed, no external signs signboards notices advertisements flags banners poles cages brackets flowers shelves or other projections or structures whatsoever extending outside the exterior of the Development shall be erected installed or otherwise affixed or projected from the Development or any part thereof without the prior written consent of the Manager and (if necessary) the relevant Government authorities and no Owner (excluding the Registered Owner) shall erect affix install or attach or permit or suffer to be erected affixed installed or attached in or on external part of or to be displayed from any Unit any advertising or other sign of any description without the prior written approval of the Manager and (if necessary) the relevant Government authorities.

19. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse rubbish litter or other article or thing whatsoever except in the course of the proper disposal thereof and in using the facilities for such disposal provided by the Manager.

20. All Owners (including the Registered Owner) as long as they remain Owners shall at all times observe and perform the Development Rules and comply with the conditions of the Government Grant.

21. Subject to the terms of this Deed, each Owner may at his own expenses install in the Unit owned by him additions improvements fixtures fittings and decoration and may remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the proper enjoyment and use of any other part of the Development.

22. Clothing or laundry shall not be hung outside any Unit (other than in the spaces specifically provided therefor) or in the Common Areas.

23. No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Development may be clogged or the efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected.

24. No Owner shall store or permit or suffer to be stored in the part of the Development owned by him or in any other area any hazardous dangerous explosive or combustible goods or materials except such as may be permitted by licence issued by the Fire Services Department under the Dangerous Goods Ordinance or other competent authority concerned and in any event only with the prior written approval of the Manager.

25. No Owner shall obstruct the access to the means of escape in the flat roofs, upper roofs, roof, staircase, lift lobbies or any other areas, be those Common Areas or not,

which shall at all times remain unobstructed in compliance with the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong), the Code of Practice for the Provision of Means of Escape in case of fire, the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) or other relevant Government Ordinances or regulations (collectively “Relevant Regulations”). In case the access is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with the Relevant Regulations at the expense of the Owner in default. In addition and without prejudice to the aforesaid and any other provision in this Deed, the Owner(s) for the time being of any flat roof of the Development shall not erect affix or install or cause or allow to be erected affixed or installed any structure thereon or thereat, including but not limited to any gates or barriers that would obstruct the means of escape or the Manager’s access to any Common Facilities, save and except with the prior written approval of the Manager and (if necessary) the relevant Government authorities.

26. No Owner shall permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authorities concerned from time to time in force or impede the free and uninterrupted passage over the Common Areas by the other Owners subject to and in accordance with the provisions of this Deed. In any case, any metal grille or shutter or gate shall be of such design and material as shall be reasonably approved by the Manager.

27. No Owner shall cause any damage to or interfere in any way with the Common Areas and/or the Common Facilities.

28. No Owner shall do anything in the Development whereby excessive noise vibration or resonance or other form of disturbance is created to the detriment of the Development or other persons in or outside the Land Provided that the determination of the Manager as to whether any such noise vibration or resonance or other form of disturbance is excessive shall be conclusive and Provided Further that in the event of a breach hereof by the Owner the defaulting Owner shall make good any damage caused thereby to the Development or any part or parts thereof or to the occupants thereof And Provided Further that the making good of such damage as aforesaid shall be without prejudice to any further right which the Manager may exercise by virtue of such breach.

29. No Owner shall alter or permit or suffer to be altered any part of the sprinkler system, the fire fighting equipment or the fire prevention system installed in any part of the Development except that such alteration shall be carried out by the Manager or a registered contractor appointed or approved by the Manager at the expense of such Owner causing the alteration in accordance with the Fire Service (Installation Contractors) Regulations and with the prior approval of the Manager and the Fire Services Department.

30. No Owner shall use the lifts of the Development for carrying and transporting any goods or articles whatsoever which may overload or otherwise adversely affect the normal or safe functioning of the lifts.

31. (a) No Owner shall install any air-conditioning unit fitting or plant or any other fitting or fixture through the windows or external walls of the Development (except in positions already provided for such purpose) or otherwise at any location not already provided for or designed for such purpose.

(b) Except with the prior written consent of the Manager, no Owner shall alter or remove any air-conditioning platform grille attached to any air-conditioning platform, whether for the purpose of installing, removing or maintaining any air-conditioning unit or otherwise. No structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in, about, on or at any part of the air-conditioning platform grille.

(c) (other than air-conditioning unit(s) installed at the positions or locations as provided in, and in compliance with the provisions of, sub-clause (a) of this Clause), no Owner shall at any time relocate or place any air-conditioning unit otherwise than as aforesaid.

32. No Owner shall use the Common Areas or any part thereof for the purpose of drying laundry or hanging or placing or storing any dustbins garbage cans furniture machinery goods or chattels or other things thereon or therein.

33. No Owner shall install any furnace boiler or other plant or equipment or use any fuel in any part of the Development that might in any circumstance produce smoke, gas, liquid, solid or otherwise or that may constitute a breach of the provisions of the Government Grant or any Ordinance or any amendment thereof.

34. Each Owner shall comply with and observe all Ordinances, by-laws, regulations and rules for the time being in force in the Hong Kong Special Administrative Region, including but not limited to those governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and for the protection of the environment.

35. No Owner shall discharge or permit or suffer to be discharged unto any public sewer, storm-water drain or channel any trade effluent or foul or contaminated water or cooling water without the prior written consent of the Manager and the Director of Environmental Protection.

36. Each Owner shall at his own expense and to the satisfaction of the Director of Fire Services provide access for fire appliances and fire personnel to the Land and the Development and shall permit access thereof for such purposes and at such time or times as the said Director may require. Each Owner shall throughout the term of the Government Grant maintain the said access at his own expense and to the satisfaction for the said Director.

37. Each Owner shall observe and perform all the covenants agreements and conditions contained in the Government Grant and on the part of the Owner to be observed

and performed so far as the same relate to the undivided shares of the Land and the part of the Development owned by such Owner and such Owner shall from time to time and at all times keep the other Owners of the Development fully indemnified from and against all proceedings costs claims and expenses on account of any failure to perform and observe any of the said covenants agreements and conditions so far as they relate as aforesaid.

38. All complaints touching or concerning the Land and the Development shall be made in writing to the Manager.

39. The Owners shall at their own expenses maintain and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual(s) for the Slopes and Retaining Walls prepared in accordance with Geoguide 5. The Registered Owner (which expression, for the purpose of this clause, shall exclude its successors and assigns) shall, within one (1) month of this Deed, cause to be deposited, at the management office of the Development, a full copy of such Maintenance Manual(s) for the Slopes and Retaining Walls, for inspection by the Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

40. (a) No Owner (including the Registered Owner) may convert any of the Common Areas to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the approval must be credited to the Special Fund.

(b) Subject to the following sub-clause (c), no Owner (including the Registered Owner) will have the right to convert or designate any of his own areas (that is areas to which he is entitled to exclusive use, occupation or enjoyment) as Common Areas unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the Registered Owner) and no Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit save as otherwise provided for when the area in question was so converted or designated.

(c) Notwithstanding the preceding sub-clause (b), an Owner may convert or designate any of his own areas as Common Areas for the common use or benefit of some but not all the Owners ("the Affected Owners"); and in that event, only the approval of the Affected Owners will be required Provided That no expenses for the maintenance or management of such Common Areas shall be borne or paid by any other Owners who do not share in the common use or benefit thereof. The Affected Owners may not reconvert or re-designate any such Common Areas to the own use or benefit of one or more of them unless it is so provided for when the area in question was so converted

or designated.

41. The Owner of any flat roof shall not:
- (a) erect, affix or place or cause or permit or suffer to be erected, affixed or placed any structure or chattels whatsoever whether of a permanent or temporary nature on the walls of flat roof or any part of such walls; or
 - (b) enclose or cause or permit or suffer to be enclosed any brackets, sockets or parts used or intended to be used in connection with the gondola or building maintenance unit(s).

42. The Owner of any flat roof shall at all reasonable times subject to prior written notice (except in an emergency) given by the Manager provide free and uninterrupted access to the Manager or its agents to affix, install, operate, manoeuvre, use, repair, maintain, clean the said brackets, sockets or parts and/or the gondola and building maintenance unit(s) and associated equipment over and/or along the roof and/or flat roof or any part thereof for the purposes of inspecting, upgrading, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating the exterior walls or any parts of the Development (which form part of the Common Areas) Provided that the right of the Owner of the flat roof to hold, use, occupy and enjoy his Unit and its flat roof shall not be interfered with and Provided Further that the Manager shall make good all damage caused by or arising from the exercise of such access and shall be liable for the negligent, wilful or criminal acts of its agents.

43. The covenants, provisions and restrictions set out in this Subsection A shall be subject to and without prejudice to the rights reserved to the Registered Owner under Clause 8 of Section II of this Deed.

B. Covenants and provisions applicable to Owners of Residential Units

1. Subject to the rights and privileges reserved unto the Registered Owner, no Residential Unit shall be used for any purpose other than for residential purposes and in particular no Residential Unit shall be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles or as hostel or hostel for the elderly or the like.

2. Subject to the terms of this Deed, no Owner shall erect or place or cause or permit to be erected or placed any advertising sign or structure on the flat roofs (if any), roofs (if any), upper roofs (if any), balconies (if any) or utility platforms (if any) of the Development or any part thereof and the Manager shall have the right to enter and to remove anything erected or placed on the flat roofs (if any), roofs (if any), upper roofs (if any), balconies (if any) or utility platforms (if any) of the Development or any part thereof in contravention of this provision at the cost and expenses of the Owner.

3. No Owner shall sub-divide any Unit (irrespective of its size and area) for any

purpose including but not limited to sale, assignment, lease, license, charge or disposal.

4. 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 or any part thereof any advertising or other sign of any description without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

5. Water closets and other water apparatus in the Development shall not be used for any purpose other than those for which they were constructed, nor shall any rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose Residential Unit it shall have been caused.

6. 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.

7. Bicycles, baby carriages or similar vehicles shall only be allowed in the lifts if the greatest care against damage to the lifts is exercised, and the same shall not be allowed to obstruct and stand unattended in any passageways or the Common Areas.

8. Owners or occupiers of Residential Units may bring on to or keep or harbour any dogs, cats, livestock, live poultry, fowls, birds or other animals on their Residential Units and any part of the Residential Common Areas in accordance with the Development Rules PROVIDED THAT no dogs (except trained guide dogs on leash for the blind whilst guiding any person with disability in vision), cats, livestock, live poultry, fowls, birds or other animals may be kept in any Residential Unit if the same have been the subjects of written complaint to the Manager by at least three (3) Owners or occupiers of different Units.

9. (a) The Owner 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 this Deed, the Occupation Permit, the Buildings Ordinance and such other Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region.

(b) The Owner of the Non-enclosed Areas shall not erect or affix or cause or permit or suffer or allow to be erected or affixed any wall or partition of any material whether of a permanent or temporary nature on the Non-enclosed Areas or any part thereof.

(c) The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed by any material of whatsoever kind or nature, or affixed with sun shades, awnings, or rackets of whatsoever nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the Plans.

- (d) No part of any balcony or any covered area underneath a balcony shall be enclosed above safe parapet height other than as under the Plans.
 - (e) No part of any utility platform or any covered area underneath a utility platform shall be enclosed above safe parapet height other than as under the Plans.
 - (f) The Non-enclosed Areas shall only be used as balconies or utility platforms (as the case may be) in relation to or in connection with the use and enjoyment of the Residential Units for which they are provided.
10. No Owner shall construct any illegal structures of whatsoever nature that contravene any Ordinances, by-laws or regulations promulgated by the Government from time to time.
11. Each Owner covenants to allow and not to obstruct or block the access of the Manager and/or utilities companies (including but not limited to the Water Authority, The Hong Kong and China Gas Company Limited and The Hongkong Electric Company, Limited) and their authorized persons to enter into his Unit for the purpose of carrying out any necessary inspection, maintenance, repair, alteration or other works to the Common Areas and the Common Facilities.
12. The Owner of a Residential Unit with fire damper(s) (installed to openings for passage of mechanical ventilation for bathroom without window and opened to pipe well(s)) shall allow and shall cause his tenants, licensees and/or occupants to allow the Manager and/or registered specialist contractor(s) appointed by the Manager to enter into his Residential Unit to carry out inspection of such fire damper(s). Unless more frequent inspection is required by the Manager and/or the relevant Government authorities, such inspection will be carried out once a year. The cost of inspection of the fire damper(s) of a Residential Unit shall be paid out of the Management Fund.
13. No Owner shall deck over the Void(s) (if any) within his Residential Unit.
14. The Recreational Facilities shall only be used and enjoyed for recreational purposes by the Owners and occupiers of the Residential Units and their bona fide visitors and subject to the provisions of this Deed, the Development Rules and such rules as may from time to time be laid down by the Manager, and the Recreational Facilities shall not be used for any other purposes or by any other persons without the prior consent of the Building Authority.
15. The Miniature Logistic Service Room(s) shall only be used for temporary storage of delivered goods under the custody of the management staff while the occupiers of the Residential Units are away.

16. The Mail Delivery Rooms with Mailboxes shall only be used for mail delivery service.

17. The covenants, provisions and restrictions set out in this Subsection B shall be subject to and without prejudice to the rights reserved to the Registered Owner under Clause 8 of Section II of this Deed.

C. Covenants and Provisions Applicable to Owners of Car Parks

1. No Owner of a Car Park shall use the Car Park in the Development for any purpose other than for the purpose of parking a private motor vehicle or (as the case may be) a motor cycle only and no articles, goods or other things except a private motor vehicle or (as the case may be) a motor cycle shall be allowed thereon. The Car Park shall be used solely for the purpose of parking a private motor vehicle or (as the case may be) a motor cycle belonging to the Owners or the residents of the Residential Units and their bona fide visitors or invitees.

2. No Owner of a Car Park may park his private motor vehicle or (as the case may be) a motor cycle in such a manner as to cause inconvenience or annoyance to the Owners or users of other Car Parks.

3. No vehicle may exceed the speed limit (if any) displayed in the Common Areas.

4. All vehicles must display in a prominent position the car identification badges or labels, otherwise entry to the Development may be refused.

5. No Owner of a Car Park shall make any alteration to his Car Park or erect any posts or chains thereon and thereto without the prior written consent of the Manager.

6. No Owner of a Car Park shall sub-divide any Car Park (irrespective of its size and area) for any purposes including but not limited to sale, assignment, lease, license, charge or disposal.

7. No Owner of a Car Park shall allow any private motor vehicle or (as the case may be) a motor cycle parked in his Car Park to deteriorate to a condition that affects the environmental hygiene or appearance of the Development or becomes a nuisance to other users of the Car Parks.

8. No Owner shall use his Car Park for the storage, display or exhibiting of motor vehicles or motor cycles for sale or otherwise.

9. Each Owner of a Car Park shall operate, conduct and manage the Car Park at all times and in all respects in accordance with all applicable laws and regulations which are and may at any time be in force in Hong Kong.

10. The Owner of a Car Park shall, at his own cost, keep and maintain in good repair and condition his Car Park. The Owner of a Residential Parking Space shall, at his own cost, keep and maintain in good repair and condition his Residential Parking Space (which for the avoidance of doubt includes the electric vehicles charging enabling facilities and associated conduits serving exclusively the space). All costs in relation to the electric vehicles charging enabling facilities and associated conduits serving exclusively the space, including charges for activating the electricity supply (if any) and electricity charges, shall be borne by the Owner of the Residential Parking Space.

11. The covenants, provisions and restrictions set out in this Subsection C shall be subject to and without prejudice to the rights reserved to the Registered Owner under Clause 8 of Section II of this Deed.

SECTION VI

MANAGEMENT OF THE DEVELOPMENT

A. Appointment of Manager

1. The management of the Land and the Development shall be undertaken by the Manager.

2. (a) Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the DMC Manager is hereby appointed as the first manager to manage the Land and the Development for the initial term of TWO (2) years from the date hereof and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of this Deed.

(b) The appointment of the Manager shall be terminated:

(i) by resignation from such appointment by the Manager giving not less than three (3) months' notice in writing of his intention to resign to the Owners' Committee (or where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development) Provided that no such notice shall be given by the Manager before the expiry of two (2) years from the date hereof and Provided Further that the notice to the Owners hereinabove referred to may be given:

(a) by delivering it personally to the Owner; or

(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 by depositing it in the letter box for that Residential Unit; or

(ii) if the Manager is wound up or has a receiving order made against it or is or has become the subject of a bankruptcy and/or winding-up petition/order.

(c) (i) Subject to sub-clause (c)(v) of this clause, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the undivided shares in aggregate, terminate by notice the

DMC Manager's appointment without compensation.

- (ii) A resolution under sub-clause (c)(i) of this Clause A2 shall have effect only if:
 - (1) the notice of termination of appointment is in writing;
 - (2) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to him of a sum equal to the amount of Manager's Remuneration which would have accrued to him during that period;
 - (3) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
 - (4) the notice and the copy of the resolution are given to the DMC Manager within fourteen (14) days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in sub-clause (c)(ii)(4) of this Clause A2 may be given:
 - (1) by delivering them personally to the DMC Manager; or
 - (2) by sending them by post to the DMC Manager at his last known address.
- (iv) If a notice to terminate a Manager's appointment is given under this sub-clause (c):
 - (1) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (2) if no such appointment is approved under sub-clause (c)(iv)(1) of this Clause A2 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.
- (v) For the purposes of sub-clause (c)(i):
 - (1) only the Owners of undivided shares who pay or who are

liable to pay contribution towards the management expenditure relating to those undivided shares shall be entitled to vote;

- (2) the reference in sub-clause (c)(i) 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.
 - (vi) If a contract for the appointment of a Manager other than a DMC Manager contains no provision for the termination of the Manager’s appointment, sub-clauses (c)(i) to (iii) and (v) of this clause apply to the termination of the Manager’s appointment as they apply to the termination of a DMC Manager’s appointment.
 - (vii) Sub-clause (c)(vi) of this clause operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than a DMC Manager to terminate the appointment of the Manager.
 - (viii) 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 Development, and the Owners’ Corporation has appointed a Manager under sub-clause (c)(iv)(2) of this clause, the Owners’ Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners’ Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that sub-clause that may otherwise render that person liable for a breach of that undertaking or agreement.
 - (ix) This sub-clause (c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but does not apply to any single Manager referred to in that Section.
- (d) Prior to the formation of the Owners’ Corporation, the Owners’ Committee may at any time terminate the Manager’s appointment without compensation by 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 in aggregate (excluding the undivided shares allocated to the Common Areas and the Common Facilities) and by giving the Manager three (3) months’ notice in writing.

- (e) Upon termination of the Manager's employment in whatever manner that may occur, the Owners or Owners' Committee (if any) shall as soon as practicable appoint another service company or agent in its stead and on appointment thereof, the Owners' Committee (if any) shall on behalf of the Owners enter into a management agreement with such service company or agent defining the rights duties and obligations of the Manager which rights duties and obligations shall be consistent with those set out in this Deed.

3. Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the Manager shall have the authority to act for and on behalf of all Owners in accordance with the provisions of this Deed in respect of any matters concerning the Common Areas and the Common Facilities and each Owner hereby subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Facilities in accordance with the provisions of this Deed and with full power of delegation to enforce the provisions of this Deed and to execute and sign all deeds and documents for and on behalf of all the Owners as shall be required or may be deemed proper for or in relation to all or any of the purposes of this Deed.

4. The Manager shall be bound by and shall observe and perform the covenants and conditions set out in the Government Grant as the Manager of the Land and the Development and all of the conditions duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.

B. Powers and Duties of Manager

1. The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and the provisions of the Building Management Ordinance (Chapter 344 of the Law of Hong Kong) and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:

- (a) To employ a qualified architect or professional to inspect the Development (save only the interior of the Units) including the Common Areas and the Common Facilities at such time or times as circumstances may require and to prepare a report of such inspection which report will be kept at the Manager's office in the Development and will be open to inspection by all Owners and occupiers of any of part of the Development and the Manager will furnish upon request to any such Owner or occupier a copy of the report at a reasonable charge PROVIDED THAT any charges or fee collected hereunder shall be credited to the Special Fund.
- (b) To put in hand and ensure the satisfactory completion of works necessary to

maintain the Common Areas and the Common Facilities including, without limitation, any Green and Innovative Features (save and except those forming part of any Units) so as to ensure that the same are maintained in a good clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.

- (c) To ensure that all the Owners or occupiers maintain the Units owned or occupied by them and if there shall be any default on the part of any such Owners or occupiers to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupier.
- (d) To paint wash tile or otherwise treat as may be appropriate the Common Areas at such intervals as the same may in the opinion of the Manager be reasonably required to be done.
- (e) To replace any glass in the Common Areas that has been broken.
- (f) To keep all the Common Areas properly lighted and ventilated.
- (g) To keep in good order and repair the ventilation of the enclosed Common Areas.
- (h) To keep the Development save and except the Units held and/or owned by any Owners and all parts thereof in a clean sanitary and tidy condition.
- (i) To prevent any decaying noxious excrementitious or other refuse matter from being deposited on the Development or any part thereof and to remove all refuse from such parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.
- (j) To prevent the obstruction of all the Common Areas and to remove any article or thing causing obstruction. If and whenever any article or thing shall be placed or stored on or in any part of the Common Areas, the Manager or its agents, servants, caretakers or cleaners of the Development shall first give the defaulting party (if identifiable) reasonable prior written notice (except in the case of emergency) to remove the article or thing causing the obstruction. In the event that such defaulting party cannot be identified, the Manager shall have the right without giving any prior notice to the defaulting party to remove such article and thing from such part of the Common Areas to another place or places as the Manager shall think fit. All costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting party and the defaulting party shall not claim against the

Manager or its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal.

- (k) To prevent any person from enclosing the Non-enclosed Areas or any part thereof or otherwise acting in breach of the provisions of this Deed applicable to the Non-enclosed Areas.
- (l) To keep all the common sewers drains watercourse and pipes free and clear from obstructions.
- (m) To keep all the Common Facilities in good and working order and to extend or provide additional facilities as the Manager shall in its reasonable discretion deem necessary or desirable for the benefit of the Land and the Development provided that the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Facilities which involve expenditure in excess of 10% of the current annual Management Budget.
- (n) To keep all plant machinery and equipment serving the Development including but not limited to all lighting equipment water and sewage systems lifts and lift shafts in good and working order and in the case of lifts in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance thereof.
- (o) To prevent so far as is possible any refuse or other matter being deposited washed eroded or falling from the Development onto any part of any public roads or any road-culverts sewers drains nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government or other drains waterways watercourses footpaths sewers nullahs pipes cables wires utility services or other works being in under over or adjacent to the Land 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 to the satisfaction of the Government.
- (p) To remove any structure installation signboard sunshade bracket fitting or other things in or on any part of the Development which have been erected in contravention of the terms of this Deed or the Government Grant or of the regulations of the Buildings Ordinance or any other Ordinance and/or without the prior written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same or if the conditions of such permission are in breach) and to demand and recover from the person by whom such structure or other things as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.

- (q) To maintain fire fighting equipment and fire alarms and to comply with all requirements of the Fire Services Department including but not limited to keeping of access for the passage of Fire Services appliances and personnel free from obstruction and generally so far as may be possible to maintain the Development safe from fire at all times.
- (r) To provide a security force watchmen and caretakers and to provide with and maintain burglar alarms and other security equipment and generally so far as may be possible to maintain security in the Development at all times.
- (s) To do all things which the Manager shall in his absolute discretion deem necessary or desirable for the purposes of maintaining and improving the Common Facilities for the better enjoyment or use of the Development by its Owners occupiers and their licensees provided that the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and the Common Facilities which involve expenditure in excess of 10% of the current annual Management Budget.
- (t) To appoint solicitors to advise on matters which arise in the management of the Land and the Development and which necessitate professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Development or any part thereof (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 seven (7) days of being requested so to do by the Director of Lands or other competent officer to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of High Court (or any provisions amending or in substitution for the same).
- (u) To prevent (by legal action if necessary) any person including an Owner from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed or the Government Grant or the Occupation Permit any of the Common Areas or the Common Facilities or any part of the Land and the Development.
- (v) To take all steps necessary or expedient for complying with the covenants and conditions contained in the Government Grant and any statutory or Government requirements concerning or relating to the Development for which no Owner or occupier of the Development is directly responsible.
- (w) To prevent (by legal action if necessary) and to take action to remedy any breach by any Owner or other person resident in or visiting the Land and the

Development of any terms and conditions contained in the Government Grant, any statutory or Government legislation or regulations or this Deed.

- (x) To prevent any person from detrimentally altering or injuring any part of the Land and the Development or any of the Common Facilities.
- (y) To demand collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed of Mutual Covenant.
- (z) To pay and discharge out of all monies so collected all outgoings relating to the management of the Development or incurred by the Manager hereunder.
- (aa) Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured to the full new reinstatement value in respect of the Common Areas and the Common Facilities and all parts thereof as comprehensively as reasonably possible and in particular against loss or damage by fire or other perils and to effect insurance against public and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Development and other liabilities in such items or in such amounts as the Manager may reasonably think fit and to procure (but not obliged to do so) block insurance for the Development as a whole or parts thereof including those areas which are not the Common Areas and the Common Facilities against loss or damage in such risk and in such amount as shall be determined by the Manager at his sole discretion, such insurance to be in the name of the Manager itself for and on behalf of all the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force.
- (ab) To keep proper records of accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as hereinafter provided.
- (ac) To represent the Owners in all matters and dealings with Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development or the Common Areas and the Common Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings so long as such matters and dealings do not contravene or are not in conflict with any of the provisions of this Deed.
- (ad) To commence conduct carry on and defend legal and other proceedings touching or concerning the Land and the Development or the management thereof in the name of the Manager for the purpose of exercising the Manager's rights and to perform the Manager's duties as mentioned in this Deed.

- (ae) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed and the Development Rules hereunder and to take action including the commencement and conduct of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- (af) To enforce the due observance and performance of the Development Rules.
- (ag) To recruit dismiss and employ such staff as may from time to time be required to perform and discharge its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide accommodation within the Land uniforms working clothes tools appliance cleaning and other materials and all equipment necessary therefor.
- (ah) To take all reasonable actions to abate any nuisance affecting the Owners and occupiers of the Development or any Unit of the Development and for such purpose and when necessary upon reasonable prior written notice to the Owner of the relevant Unit (except in case of emergency) to enter into any part or Unit of the Development for the purpose of abating such nuisance provided that the Manager shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligent, willful or criminal acts of the Manager, his employees and contractors.
- (ai) To do all such other things as are reasonably incidental to the management of the Land and the Development.
- (aj) To repair and keep in good repair and condition the Common Facilities and the Common Areas and when necessary upon reasonable prior written notice (except in case of emergency) to enter into any part or any Unit of the Development for the purpose of carrying out necessary repairs to the Land and Development and the Common Areas and Common Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, his employees and contractors.
- (ak) Except in accordance with Clause 10 of Section B of this Section VI, not to, in any financial year, enter into any contract that involves (i) amounts in excess of \$200,000.00 (or such other amount as the Secretary for Home Affairs may

specify by notice in the Gazette) or (ii) an average annual expenditure of more than 20% of the Management Budget or revised Management Budget, as the case may be (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser.

- (al) To manage, control and maintain the parking of cars and other vehicles and the loading and unloading of goods or passenger within and/or in the Common Areas and the flow of vehicular traffic over all roads and other areas intended for common use and in particular to ensure that the Car Parks are used solely for its intended purposes and that the Common Areas and all roads and other areas intended for common use remain unobstructed.
- (am) To install in or affix to and use (or permit any person to install in or affix to and use) any part of the Common Areas for the installation, erection and maintenance of flue pipes, conduits, aerials and/or dish installation (if any), apparatus, structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or other telecommunication systems, plant, machinery and other apparatus or equipment (all of which upon such installation or erection shall form part of the relevant type of Common Facilities) and to lease licence install affix erect place and maintain or contract for the leasing, licensing, installation and maintenance of communal radio and/or television aerials and/or satellite master antennae television system and/or cable television system which serve the Development or any part thereof and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto in accordance with Clause 11 of this Subsection B of Section VI of this Deed (where appropriate) and for such purposes to apply for all necessary licence(s) or consent(s) from the Government and/or other relevant authorities provided that the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed is obtained prior to the exercise of such rights and that such installation shall not unreasonably affect the enjoyment of the Development by the Owners and occupiers or unreasonably impede or restrict the access to and from any part or parts of the Development. Any consideration received for the approval by the Owners shall be credited to the Special Fund.
- (an) Subject to the prior written approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), to enter into and thereafter change amend vary add to alter or cancel any Deed(s) of Mutual Grant and/or Deed(s) of Mutual Grant and Release and/or any other Deed(s) and/or Agreement(s) whatsoever with such person(s) or corporation(s) in connection with the granting and/or reservations of rights, easements, rights of way, privileges, benefits, obligations and/or any other matters affecting the Land and the Development and/or any adjoining properties. Such Deed(s) or Agreement(s) shall contain such provisions as may be necessary in the circumstances

Provided that the Owners' and occupiers' right to occupy and enjoy their respective Units is not unreasonably affected and the Owners' and occupiers' access to and from the Development is not unreasonably impeded or restricted and Provided further that any consideration received therefor shall be credited to the Special Fund.

- (ao) Subject to the prior written approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements (whether formal or informal) with the Government or such other parties and upon such terms and conditions and with or without consideration in respect of any part or parts of the Common Areas as may be necessary to ensure efficient management of the Land and the Development PROVIDED THAT the Owners' and occupiers' right to occupy and enjoy their respective Units is not unreasonably affected and the Owners' and occupiers' access to and from the Development is not unreasonably impeded or restricted and Provided further that any charges or fee collected hereunder shall be credited to the Special Fund.
- (ap) Subject to the prior written approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), to grant right of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person or persons and upon such terms and conditions as may be necessary in the circumstances in respect of the Common Areas and the Common Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and provided also that the Owners' and occupiers' right to occupy and enjoy their respective Units is not unreasonably affected and the Owners' and occupiers' access to and from the Development is not unreasonably impeded or restricted and Provided further that any charges or fees collected hereunder shall be credited to the Special Fund.
- (aq) Subject to the prior written approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), to grant such easements, rights of way, quasi-easements (if any), rights, privileges and/or licences to the Government, the Registered Owner or other owner(s) of any adjacent land and/or adjacent building or any person to use, connect to, construct, lay, maintain, remove, renew and/or replace any roads, passageways, walkways, footpaths, gardens (if any), open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage systems, drains, pipes, cables, irrigation pipes, pumps and other installation apparatus, fittings, chambers, and other equipment and structures at or within the Land and the Development on such terms as may be necessary in the circumstances Provided that the exercise of all or any of the rights herein conferred upon the

Manager shall not unreasonably interfere in any respect with an Owner's and occupiers' right to the use and occupation of his Unit or unreasonably impede or restrict an Owner's and occupiers' right of access to and from the Development and Provided Further that all monetary consideration (if any) received therefor pursuant to this sub-clause shall be credited to the Special Fund.

- (ar) Subject to the prior written approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), to grant reasonable easements and rights of any other kind to the owners and occupiers of any other premises adjoining the Land to use, construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, pumps and other installations, apparatus, fittings, chambers, and other equipment and structures at or within the Common Areas with or without consideration and on such terms and conditions as may be necessary in the circumstances PROVIDED THAT the exercise of all or any of the rights herein conferred upon the Manager shall not unreasonably interfere with an Owner's and occupiers' right to the use and occupation of his Unit or unreasonably impede or restrict an Owner's and occupiers' right of access to and from the Development and any charges or fee collected hereunder shall be credited to the Special Fund.
- (as) To impose reasonable charges and restrictions, regulations and conditions for the use of the Common Areas and the Common Facilities including the Recreational Facilities and their ancillary facilities in the Common Areas and the Common Facilities, to remove any person thereon who fails to comply with or is in breach of any Development Rules relating to such facilities and to exclude any person who has been in persistent breach of such Development Rules from the use of such facilities for such period as the Manager shall in its reasonable discretion deem appropriate provided that any charges or fee collected hereunder shall be credited to the Special Fund.
- (at) Subject to sub-clause (ak) of this clause, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to do all such things as are reasonably incidental to the management of the Development and the Land.
- (au) To have the 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 or other structure in compliance with the Government Grant and in accordance with the Maintenance Manual(s) for the Slopes and Retaining Walls and in particular, in accordance with all guidelines issued from time to time by the appropriate Government Department(s) regarding the maintenance of the

Slopes and Retaining Walls and related structure and to collect from the Owners all costs lawfully incurred or to be incurred by it in carrying out such maintenance, repair and any other works. For the purpose of this Clause, the Manager shall include the Owners' Corporation (if formed).

- (av) To maintain, control, operate and manage the Recreational Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and maintain the same including any access steps staircases and ramps.
- (aw) (i) To repair, maintain, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls elevations and facade thereof (but excluding windows and window frames solely and exclusively attached to each of the Residential Units and those parts of the curtain wall system of the Tower(s) forming part of the Residential Units (namely, the openable parts of the curtain wall system wholly enclosing or fronting a Residential Unit and such pieces of vision panels forming part of the curtain wall system and wholly enclosing or fronting a Residential Unit)) PROVIDED HOWEVER THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass and/or frame and/or those parts of the curtain wall system forming part of the Residential Unit if any window glass and/or frame and/or those parts of the curtain wall system forming part of the Residential Unit shall be broken and remain unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring him to replace the same.
- (ii) To clean the external walls, elevations, façade and curtain wall system of the Development (irrespective of whether the relevant parts of the curtain wall system form part of the Common Areas or part of a Residential Unit).
- (ax) To maintain any drainage system whether within or outside the Land which is required to be maintained pursuant to the provisions of the Government Grant.
- (ay) To make suitable arrangements for the supply, use or provision of water, gas and electricity and any other utility or service and any rights and privileges to or for the Land and the Development or any part thereof and to lease or licence any adjacent land or building or land or building in the vicinity for the use and benefit of the Land and the Development or any part thereof on such terms as the Manager deems fit PROVIDED THAT the written approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed) of the same shall first be obtained.

- (az) To prevent any person from overloading the floors or lifts of the Development or any part or parts thereof.
- (ba) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development.
- (bb) To ensure that all Owners use the fresh or flushing water properly.
- (bc) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development as a whole.
- (bd) To provide such Mid-Autumn Festival, Christmas, Easter, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as the Manager shall in its reasonable discretion consider desirable.
- (be) To remove any cars parked in any area not reserved for parking or any car parked in any Car Park without the consent of the Owner or lawful occupier of such Car Park 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 Car Park.
- (bf) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed or any relevant Sub-Deed of Mutual Covenant provided that the Manager shall act reasonably in giving or withholding such written consent or approval and to impose conditions or additional conditions relating thereto.
- (bg) To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.
- (bh) Without prejudice to the Manager's obligations under this Deed, to appoint or employ agents, contractors or sub-managers which may include professional property management companies to carry out certain aspects of the management, maintenance, operation and control of the Common Areas and the Common Facilities or any part or parts thereof. For the avoidance of doubt, the Manager shall not assign or transfer any of his duties or obligations under this Deed to such person or company. The Manager shall at all times remain responsible for the management and control of the Development or any part thereof in accordance with the provisions of this Deed.
- (bi) To maintain all areas slopes open spaces and facilities as are required to be maintained under the provisions of the Government Grant and in the manner as provided therein and/or in any statutory legislations and/or regulations of

competent Government authorities.

- (bj) Without prejudice to the other powers and duties of the Manager contained herein, to carry out such decoration, renovation, improvement works or such other works whether or not of a cosmetic nature in respect of the Common Areas and the Common Facilities or any part(s) thereof for the purpose of enhancing, upgrading or improving the appearance, condition or amenities of the Development Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and the Common Facilities or any improvements to facilities or services which involves expenditure in excess of 10% of the current annual Management Budget.
- (bk) 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 the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the occupiers of the Development and to ensure that the recovery facilities shall be placed in locations so as not to cause obstruction to any fire escape route or fire hazard and shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the occupiers of the Development. Such recyclable materials recovered from the waste separation and recovery facilities will be sent for recycling if the Manager considers appropriate and fit to do so.
- (bl) To organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and the occupiers of the Development and to encourage the Owners and the occupiers of the Development to participate in such activities with a view to improving the environmental conditions of the Development.
- (bm) To make Development Rules to require the Owners and the occupiers of the Development to dispose of any refuse rubbish litter or other article or thing properly for waste separation and recycling purposes.
- (bn) To engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition the lifts and fire fighting equipments and to comply with all applicable Government regulations.
- (bo) To make Development Rules to protect the environment of the Development and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environment Protection.
- (bp) To inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations.

- (bq) To allow utilities companies (including but not limited to the Water Authority, The Hong Kong and China Gas Company Limited and The Hongkong Electric Company, Limited) and their authorized persons to enter the Land and the Development or any part thereof for the purpose of inspection or carrying out any works for the maintenance, alteration or repair of facilities and services for the use and benefit of the Land and the Development.
- (br) To assist each Owner to take possession of his Unit from the Registered Owner and to arrange for follow-up work in relation thereto.
- (bs) To upkeep the Transformer Room(s) in accordance with the provisions and maintenance responsibilities stipulated in the Hong Kong Electric Supply Rules and Guide to Connection of Supply and any amendment thereto.
- (bt) To remove any dogs (except trained guide dogs on leash for the blind whilst guiding any person with disability in vision), cats, livestock, live poultry, fowls, birds or other animals from the Land and the Development, if such dogs (except trained guide dogs on leash for the blind whilst guiding any person with disability in vision), cats, livestock, live poultry, fowls, birds or other animals are the subjects of written complaints from at least three (3) Owners or occupiers of different Units.
- (bu) To carry out inspection of the fire damper(s) serving a Residential Unit (and installed to openings for passage of mechanical ventilation for bathroom without window and opened to pipe well(s)) once a year, unless otherwise required by the relevant Government authorities.
- (bv) To provide a suitable CCTV imaging device and trained personnel to operate the device, or secure a contract with a service provider for conducting inspection of the concealed external drainage pipes by a suitable CCTV imaging device, and to arrange regular inspection of the subject pipework on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints/pipe brackets conditions.
- (bw) To post and specify any Unit in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach on the notice boards and/or other prominent spaces within the Development after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so.
- (bx) Subject as otherwise provided in this Deed, from time to time to 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 quorum for the conduct of business at any such meetings;
 - (iii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (iv) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
 - (v) 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.
- (by) To maintain, repair, operate, temporarily install, move, and have access to, over and/or on the external walls or curtain walls the gondola and to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (which form part of the Common Areas) of the Development or any part thereof and on prior reasonable notice to the relevant Owner for the Manager, its servants, agents, contractors and persons duly authorized to have access to the external walls or curtain walls for the purposes of operating, installing, keeping, repairing, storing and/or parking the gondola and in this connection the Manager, its agents, contractors and duly authorized persons shall have the right to temporarily fence off the relevant part of the external walls or curtain walls PROVIDED THAT the Manager in exercising any of its aforesaid rights shall cause as little disturbance as reasonably practicable and shall make good any damage caused thereby.

2. In connection with the exercise of or incidental to the Manager's rights mentioned in the preceding Clause 1, each Owner agrees that the Manager (and its successors and assigns) may sign and/or seal and execute such deed(s) or document(s) as may be necessary for the exercise of or incidental to the Manager's rights aforementioned and each Owner do hereby appoint the Manager (and its successors and assigns) as his attorney (with full power of substitution and delegation and who may act through such officers, employees, agents, nominees and any substitute attorneys as the attorney may from time to time appoint) to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf (if necessary in conjunction with the Manager and/or other Owners) and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Manager (and its successors and assigns) to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the Manager (and its successors and assigns) as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney

hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

3. An Owner shall not assign his Unit unless the relevant assignment includes the following covenants:

“The Purchaser hereby covenants with the Vendor that the Purchaser acknowledges the rights conferred on New World Property Management Company Limited (and its successors and assigns) (“Manager”) as Manager under the Deed of Mutual Covenant incorporating Management Agreement and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “the Covenanting Purchaser”) and be enforceable by the Vendor and its successors and assigns (other than the Purchaser) and/or the Manager that:

- (i) The Covenanting Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on the Manager under the Deed of Mutual Covenant incorporating Management Agreement aforesaid and the Covenanting Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by the Manager.
- (ii) The Covenanting Purchaser hereby appoints the Manager acting singly to be its attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the Manager may from time to time appoint) and grants unto the Manager the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Covenanting Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges conferred on the Manager as aforesaid.
- (iii) The Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser.
- (iv) The Covenanting Purchaser shall not assign alienate transfer or otherwise dispose of the Property unless the relevant assignment, instrument in writing or document includes the same binding

covenants as the covenants (i), (ii), (iii) and (iv) herein contained.

Provided that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii), (iii) and (iv) hereinbefore contained.”

4. The Manager shall have power to make Development Rules before the formation of the Owners' Committee for the purpose of regulating the use operation and maintenance of the Development and any of the structures facilities services or amenities thereof and the conduct of persons occupying using or visiting the same. It may (subject to the written approval of the Owners' Committee, if any) from time to time revoke and amend the Development Rules. The Development Rules and any amendments thereto must not be inconsistent with or contravene the provisions of this Deed, Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) or the conditions of the Government Grant. Such Development Rules shall be binding on all of the Owners and their tenants licensees servants or agents. A copy each of the Development Rules from time to time in force shall be posted on the public notice board in a prominent place in the Development and a copy thereof shall be supplied to each Owner on request free of charge.

5. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

6. The Manager shall have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner or any person occupying any part of the Development through under or with the consent of any such Owner of the covenants conditions and provisions of this Deed and of the Development Rules made hereunder and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clause 4 of Subsection E of this Section hereinafter appearing shall apply to all such proceedings.

7. The Manager shall have the right and power to require each Owner to pay a proportionate part of all the expenditure lawfully incurred or to be incurred for the provision, operation, necessary repair, decoration, renovation, upgrading, improvement, management, upkeep and maintenance of the Slopes and Retaining Walls and related structure and the Common Areas and the Common Facilities subject to and as provided in this Deed Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and the Common Facilities which involves expenditure in excess of 10% of the current annual Management Budget.

8. The Manager shall not be personally liable for carrying out any requirements of the slope maintenance and related works under the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, he has not been able to collect the costs of the required works from all Owners.

9. Notwithstanding any provision to the contrary herein contained, the Manager's rights and duties to manage the Development shall not include carrying out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual Management Budget except with the prior approval by resolution of Owners at the meeting of Owners convened under this Deed.

10.

(a) Subject to sub-clauses (b) and (c) of this clause, 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 \$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:

- (i) the supplies, goods or services are procured by invitation to tender; and
- (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).

(b) Subject to sub-clause (c) of this clause, 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 Management Budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:

- (i) if there is an Owners' Corporation
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong); and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or

- (ii) if there is no Owners' Corporation
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong); and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) of this clause 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"):
 - (i) where there is an Owners' Corporation, if:
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - (ii) where there is no Owners' Corporation, if:
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (2) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

11. 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:-

- (i) the term of the contract will not exceed three (3) years;
- (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network within other service providers; and
- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

12. 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 Development.

13. The Manager shall be entitled to collect from any Owner or occupier of any Unit prior to commencement of any works in connection with the repair, renovation or alteration of that Unit a deposit(s) as security for any damages or losses as may be caused to the Common Areas and the Common Facilities or any other part of the Development. The amount of such deposit(s) shall be HK\$5,000 or such other amount as the Manager thinks fit. All such deposit(s) shall be held by the Manager in a separate account and shall be refunded without interest to the Owner or occupier within fourteen (14) days of completion of the works subject to the Manager's right to deduct from that deposit(s) any sum necessary to compensate for all damages or losses caused by the works or the Owner or occupier or their contractors to the Common Areas and the Common Facilities or any other part of the Development but without prejudice to the Manager's right to claim for compensation suffered in excess of the amount of the deposit(s).

C. Manager's Remuneration

1. The Manager's annual remuneration shall be ten percent (10%) (subject to variation by resolution of the Owners at meetings of the Owners convened under this Deed) of the total annual management expenditure of the Land and the Development. For the purpose of calculating the Manager's Remuneration, the total management expenditure shall exclude the Manager's Remuneration itself and any capital expenditure or expenditure drawn out of the Special Fund as referred to in Clause 10 of Subsection D of this Section VI necessarily and reasonably incurred in management of the Land and the Development provided that by a resolution of the Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate applicable herein or at such lower rate as considered appropriate by the Owners. Payment of the Manager's Remuneration shall be in advance in the manner as shall be determined by the Manager. Any over-payment of the

Manager's Remuneration in the year in question shall be refunded and be paid by the Manager into the Management Fund within twenty-one (21) days of the completion of the auditing of the annual accounts for such year as provided under Clause 5 of Subsection H of this Section and any adjustment payment that needs to be made by the Owners to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount (calculated in accordance of the provisions of this clause) for such year shall likewise be made within twenty-one (21) days of the completion of the auditing of the annual accounts for such year.

2. The sums payable to the Manager under the provisions aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs and expenses for any staff, facilities, accountancy services or other professional supervision for the Land and the Development which costs and expenses shall be a direct charge upon the management expenditure.

D. Management Budget and Contribution by Owners

1. (a) Subject to sub-clauses (c), (e) and (f) of this Clause and the definition of "management expenditure" or "management expenses" hereof, the total amount of management expenditure payable by the Owners during any period of twelve (12) months adopted by the Manager as the financial year in respect of the management of the Land and the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.

(b) In respect of each financial year, the Manager shall:

(i) prepare a draft annual budget to be called "the Management Budget" for the financial year for the purpose of determining the contributions respectively payable by the Owners and such budget shall show all the proposed management expenditure of the Land and the Development during the financial year;

(ii) send a copy of the draft Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Management Budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days;

(iii) send or display, as the case may be, with the copy of the draft Management Budget a notice inviting each Owner to send his comments on the draft Management Budget to the Manager within a period of fourteen (14) days from the date the draft Management Budget was sent or first displayed;

- (iv) after the end of that 14-day period, prepare the Management Budget Budget specifying the total proposed management expenditure of the Land and the Development during the financial year;
 - (v) send a copy of the Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Management Budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this clause before the start of that financial year (other than the first financial year), the total amount of management expenditure for that year shall:
 - (i) until the Manager has so complied, be deemed to be the same as the total amount of management expenditure (if any) for the previous financial year;
 - (ii) when the Manager has so complied, be the total proposed expenditure specified in the Management Budget for that financial year, and the amount which the Owners shall contribute towards the management expenditure shall be calculated and adjusted accordingly.
- (d) Where the Management Budget has been sent or displayed in accordance with sub-clause (b)(v) of this clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and the Management Budget by virtue of sub-clause (b) of this clause.
- (e) Where a revised Management Budget is sent or displayed in accordance with sub-clause (d) of this clause, the total amount of the management expenditure for that financial year shall be the total management expenditure or the proposed management expenditure specified in the revised Management Budget and the amount that Owners shall contribute towards the management expenditure shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of one (1) month from the date that a Management Budget or revised Management Budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the Management Budget or revised Management Budget, as the case may be, the total amount of management expenditure for the financial year shall, until another Management Budget or revised Management Budget is sent or displayed in accordance with sub-clause (b) or (d) of this clause and is not so rejected under this sub-clause, be deemed to be the same as the total

amount of management expenditure (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 draft Management Budget, Management Budget or revised Management Budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person and any charges or fee collected hereunder shall be credited to the Special Fund.

2. The financial year for the purposes of the Management Budget shall be from 1st January of each year to 31st December of the same year (both days inclusive). The first Management Budget shall be prepared by the Manager before the date falling one (1) month after the date of this Deed and shall cover the period from the date of this Deed until, if such date is on or before 30th June of the year, 31st December of the same year, or if such date is after 30th June of the year, until 31st December of the following year.

3. The management expenditure in the Management Budget shall include but not be limited to the following:

- (a) Government Rents for the whole of the Land if there is no separate assessment or apportionment of Government Rent for individual Units;
- (b) The premia payable for the insurance of the Common Areas and the Common Facilities against fire and other perils, public or occupiers' liability, employers' liability and other liabilities as the Manager reasonably deems fit;
- (c) Charges for the supply and consumption of water, electricity, telephone, central air-conditioning (if any) and other utilities to in and for, and any similar charges in connection with the management and maintenance of the Land and the Development other than the Units;
- (d) The cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, watermains and channels whether within or outside the Land that are required to be maintained by the Owners under the Government Grant;
- (e) The costs of lighting, repairing, maintaining, cleaning, painting, decorating and keeping in good condition any part or parts of the Common Areas and the Common Facilities (including, without limitation, any Green and Innovative Features (save and except those forming part of any Units)) or any part thereof;
- (f) The costs of operating the Common Facilities;

- (g) Remuneration for accountants, caretakers, security guards, watchmen, cleaners, lift operators and attendants and such other staff as may be required for the proper management of the Land and the Development. Remuneration mentioned in this sub-clause includes but is not limited to salary, bonus, overtime pay, provident and retirement fund, long service payment, severance payment, employee's compensation and medical insurance;
- (h) The costs of refuse collection, storage and disposal in respect of the Land and the Development;
- (i) Such legal or other fees and costs which may be reasonably and properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;
- (j) The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- (k) The Manager's Remuneration;
- (l) A sum for contingencies;
- (m) The costs or a due proportion thereof of maintenance and/or repair and/or other works described in Clause I(a) of Sub-section B of Section VI of this Deed;
- (n) Any fees or charges payable to the Government or other party under any agreement(s) or licence(s) or deed(s) of grant of easements or any other deed(s) or document(s);
- (o) Any other costs, charges and expenses reasonably and necessarily incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any Sub-Deed or Sub-Deeds in respect of any part or parts of the Land and the Development;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature or of a kind not expected to be incurred annually, which shall be payable out of the Special Fund hereinafter mentioned. Costs, charges and expenses of a capital nature shall include but not be limited to those relating to establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and the Common Facilities Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.

4. Each annual Management Budget shall be divided into the following parts:
 - (i) Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the Land and the Development as a whole, the Development Common Areas and the Development Common Facilities and any areas or facilities within or outside the Land and the Development that are required to be maintained by the Owners under the Government Grant or for the benefit of all the Owners excluding the estimated management expenditure falling within Part B and Part C mentioned below;
 - (ii) Part B shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Residential Units or solely for the benefit of all the Owners of the Residential Units, the Residential Common Areas and the Residential Common Facilities including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities, the Visitors' Parking Spaces and the Loading and Unloading Spaces and, for the avoidance of doubt, Part B shall also contain such parts of the estimated management expenditure in respect of the Car Park Common Areas and the Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces and the Loading and Unloading Spaces;
 - (iii) Part C shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Car Parks or solely for the benefit of all the Owners of the Car Parks, the Car Park Common Areas and the Car Park Common Facilities excluding for the avoidance of doubt, parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces and the Loading and Unloading Spaces which shall be treated as falling within Part B of the annual Management Budget.
5. The annual Management Budget shall be reviewed by the Owners' Committee (when it has been established pursuant to the provisions of this Deed) or by the Owners' Corporation (if formed), and in the light of such review, the Manager may alter such Management Budget based on the suggestions of the Owners' Committee or the Owners' Corporation and the Management Budget as reviewed or altered as aforesaid shall be deemed adopted.
6. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the following principles:
 - (a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget in the proportion

which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development;

- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development; and
- (c) Each Owner in addition to the amount payable under (a) above shall in respect of each Car Park of which he is the Owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development.

Provided however that notwithstanding any provisions to the contrary herein contained no Owner may be called upon to pay more than his appropriate share of the management expenditure. The Registered Owner shall make payments and contributions towards the management expenditure which are of a recurrent nature in respect of those Units and undivided shares unsold provided that it shall not be obliged to make the payments and contributions aforesaid in respect of those Units and undivided shares allocated to any part(s) of the Development the construction of which has not been completed except to the extent that such uncompleted part(s) benefit(s) from the provisions of this Deed as to management and maintenance of the Development. All outgoings including management fees and any government rent up to and inclusive of the date of assignment of the Units shall be paid by the Registered Owner. An Owner must not be required to make any payment or reimburse the Registered Owner for these outgoings.

7. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the provisions of this Deed and shall determine the time and place of payment and unless otherwise determined by the Manager each Owner shall on the first day of each and every calendar month (whether legally demanded or not) pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenditure for that year.

- 8. (a) Without prejudice to the proviso in Clause 6 of this Subsection, in the event of a deficiency occurring or seeming to the Manager likely to occur or if there shall be any change in circumstances which in the reasonable opinion of the Manager require any revision to the Management Budget, the Manager may at any time during the financial year prepare a revised Management Budget in accordance with the procedure set out in Clause 1(b) of Subsection D of this Section. Such revised Management Budget shall be reviewed by the Owners'

Committee, if formed, and the provisions of Clause 5 of Subsection D of this Section shall apply mutatis mutandis to the revised Management Budget as to the annual Management Budget. A revised Management Budget may be further revised as often as the Manager considers reasonably necessary.

- (b) The Manager shall also have the power, in the event of a revised Management Budget completed pursuant to and in accordance with sub-clause (a) hereof, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised estimated expenditure in any financial year to the intent that any such amounts shall form part of the monthly contribution of such Owner to the management expenditure and be recoverable accordingly.

9. Notwithstanding any provision to the contrary herein contained, the Manager shall be entitled:

- (a) to charge the Owners a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to this Deed;
- (b) to charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris;
- (c) to charge the Owners for all costs and consultants' fees incurred in approving their fitting out, decoration or construction plans submitted for approval by the Manager in accordance with the provisions of this Deed;
- (d) from time to time to make rules and regulations governing the supply and use of electricity air-conditioning fresh and flushing water to the Common Areas and the Common Facilities, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government;
- (e) to enter with or without workmen at all reasonable times on prior written notice (except in case of emergency) upon all parts of the Land and the Development necessary for the purpose of replacing, repairing and maintaining any of the electricity fresh or flushing water conduits lines mains and pipes serving any part of the Land and the Development whether or not the same belong exclusively to any Unit Provided that the Manager shall at his own expense repair any damage thereby caused Provided further that the Manager shall ensure that the least disturbance and inconvenience are caused;

Provided always that all monies fees or charges received by the Manager under the provisions of this Clause shall be held by the Manager on trust for all the Owners for

the time being and shall be credited to the Special Fund.

10. (a) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Development Common Areas and the Development Common Facilities and any areas or facilities whether within or outside the Land that are required to be maintained by the Owners under the Government Grant for payment of expenses of a capital nature or of a kind not expected to be incurred annually. Such expenses of capital nature shall include, inter alia, expenses for the establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Development Common Areas and the Development Common Facilities and any areas or facilities as aforesaid.
- (b) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Residential Common Areas and the Residential Common Facilities for payment of expenses of a capital nature or of a kind not expected to be incurred annually. Such expenses shall include, inter alia, expenses for the establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Residential Common Areas and the Residential Common Facilities and such parts of such expenses in respect of the Car Park Common Areas and the Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of Visitors' Parking Spaces and Loading and Unloading Spaces.
- (c) There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Car Park Common Areas and the Car Park Common Facilities for payment of expenses of a capital nature or of a kind not expected to be incurred annually. Such expenses shall include, inter alia, expenses for the establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Car Park Common Areas and the Car Park Common Facilities and shall exclude such parts of such expenses which in the reasonable opinion of the Manager are attributable to the use of Visitors' Parking Spaces and Loading and Unloading Spaces which shall be covered by the sub-category of the Special Fund in respect of the Residential Common Areas and the Residential Common Facilities.
- (d) (i) The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) an interest-bearing account, the title of which shall refer to the relevant sub-category of the Special Fund for the Development, and shall use that account exclusively for the purposes referred to in sub-clauses (a), (b) or (c) above (as the case may be) and held by the Manager on trust of all Owners.

- (ii) All sums in each sub-category of such Special Fund shall be the property of the Owners.
 - (iii) Reference shall be made to each of the sub-category of the Special Fund in the annual accounts in respect of the management of the Development and an estimate shall be made in such accounts 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.
 - (iv) Without prejudice to the generality of sub-clause (d)(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 the Manager from or on behalf of the Owners' Corporation in respect of the Special Fund.
 - (v) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (d)(i) or (d)(iv) above in a prominent place in the Development.
- (e) Each Owner covenants with the other Owners that he shall make further periodic contributions to the Special Fund. The amounts to be contributed by the Owners to the Special Fund in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (f) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by the Owners' Committee (if any). 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 Development.
- (g) 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.
- (h) The Manager shall without delay pay all money received by him in respect of the Special Fund into the account opened and maintained under sub-clause (d)(i) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (d)(iv) above.

E. Security for and recovery of moneys due to Manager

1. Except where the Registered Owner has made payments in accordance with Clause 2 hereunder, the first Owner of each Unit (that is, the assignee from the Registered Owner), shall upon possession of his Unit being given to him:

- (a) deposit with the Manager as security against the liabilities for the observance and performance by the Owner of the covenants terms and conditions contained in this Deed a sum equivalent to two (2) months' monthly contribution of the first year's budgeted management expenses and such sum shall not be used by such Owner to set off against monthly contribution of the management expenses or any other contributions to be made by him and such sum is non-refundable but transferable; and
- (b) pay to the Manager a sum equivalent to two (2) months' monthly contribution of the first year's budgeted management expenses as payment in advance of the first two (2) months' contribution;
- (c) pay to the Manager a sum equivalent to two (2) months' contribution of the first year's budgeted management expenses as his initial contribution to the Special Fund (in respect of such contribution, the Manager shall reasonably apportion such initial contribution amongst the relevant sub-categories of the Special Fund and in proportion to the number of Management Shares allocated to his Unit) and such sum is neither refundable nor transferable.
- (d) pay to the Manager a non-refundable and non-transferable debris removal fee in the sum equivalent to one (1) month's monthly contribution of the first year's budgeted management expenses which shall be applied by the Manager towards the cost of removal from the Development of any debris or rubbish which may accumulate as a result of the initial fitting-out of the Residential Units. Any debris removal fee paid but not used for debris collection or removal shall be paid into and form part of the Special Fund. For the avoidance of doubt, the Owners of the Car Parks shall not be liable to pay any debris removal fee mentioned in this sub-clause; and
- (e) reimburse and pay to the Manager a due proportion (according to the Management Shares allocated to his Unit) of the public utilities deposits for the Common Areas and the Common Facilities which have been paid to the relevant utilities companies and such payment made by the Owner shall be non-refundable but transferable.

For the avoidance of doubt (and in addition and without prejudice to the other rights of the Manager under this Deed), the Manager shall have the right to set off the deposit under the preceding Clause 1(a) of this Subsection against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set-off and in any proceedings by the Manager against an Owner in respect of any default in payment, such Owner shall have no right to require the Manager to mitigate its loss by exercising its

right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager shall have exercised its right of set-off as aforesaid, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to two (2) months' management contribution of management expenses currently payable by him in respect of the part of the Development which he owns.

2. The Registered Owner shall pay to the Manager the amounts payable under the preceding Clauses 1(a), (c) and (d) of this Subsection if he remains the owner of those undivided shares allocated to the Units in that part of the Development the construction of which has been completed and which remain unsold three (3) months after the date of execution of this Deed.

3. If any Owner shall fail to pay any amount payable hereunder within thirty (30) days of the date on which the demand is made, he shall further pay to the Manager:

- (a) Interest on the amount unpaid calculated from the date of demand at a rate not exceeding two per cent (2%) per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited; and
- (b) A collection charge not exceeding ten per cent (10%) of the amount due to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

4. All amounts which become payable by any Owner in accordance with the provisions of this Deed and any relevant sub-deed or sub-deeds of mutual covenant 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 all other expenses incurred 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 legal costs (on a solicitor and own client basis) of the Manager in such action. In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the 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.

5. 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 thirty (30) days from the date of demand the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4 of this Subsection and in registering the charge hereinafter referred to shall stand charged on the undivided share(s) of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the undivided

share(s) and the Unit or Units held therewith of the defaulting Owner. Such charge shall remain enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied. Without prejudice to the aforesaid, the Manager may at its absolute discretion discontinue providing management services to the said defaulting Owner.

6. Any charge registered in accordance with the last preceding paragraph 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 the defaulting Owner together with the right to the exclusive use occupation and enjoyment of the Unit held therewith and the provisions of Clause 4 of this Subsection shall apply equally to any such action.

F. Application of monies received by Manager

1. Subject to Section VIII hereof, all insurance moneys compensation received or damages recoverable by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Development shall be expended by the Manager in the repair rebuilding or reinstatement of that part of the Land and the Development and any surplus thereof shall be credited to the appropriate management account for the benefit of all Owners and form part of the Management Fund.

2. Where any compensation damages costs or expenses are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which claim has been made against the Owners or any of them as provided in Clause 4 of Subsection E of this Section, the same shall after deduction of any costs or expenses incurred by the Manager in recovering the same be credited to the accounts of those Owners against whom a claim has been made in the same proportions as such claim.

3. All moneys paid to the Manager by way of interest and collection charges shall be credited to the Special Fund.

G. Owners' interest in Fund

Any person ceasing to be an Owner of any undivided share(s) in the Land and the Development shall thereupon cease to have any interest in the funds held by the Manager including the amounts paid under Clauses 1(a), (c), (d) and (e) and Clause 2 of Subsection E of this Section to the intent that all such funds shall be held and applied for the management of the Land and the Development irrespective of changes in the ownership of the undivided share(s) in the Land and the Development PROVIDED that the amount paid by the Owner (other than the Registered Owner) under Clause 1(a) of Subsection E of this Section (or any balance thereof still held by the Manager) and the amount payable under Clause 1(a) of Subsection E of this Section and paid by the Registered Owner under Clause 2 of Subsection E of this Section (or any balance thereof still held by the Manager) shall be transferred into the name of the new Owner of such undivided share(s) AND PROVIDED further that upon the Land reverting to the Government or no renewal of the Government Grant being

obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII hereof, any balance of the said funds or in the case of extinguishment of rights and obligations as aforesaid an appropriate part of the said funds shall be divided between the then Owners of the Development in proportion to the respective contributions made by them or their respective predecessors under the provisions of Subsection D of this Section 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.

H. Management records and Accounts

1. The financial year may not be changed more than once in every five (5) years, unless that change is previously approved by a resolution of the Owners' Committee (if any).
2.
 - (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.
 - (b) Without prejudice to the generality of sub-clause (a) 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 the Manager from or on behalf of the Owners' Corporation in respect of the management of the Development.
 - (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a) or (b) above in a prominent place in the Development.
 - (d) Subject to sub-clauses (e) and (f), the Manager shall without delay pay all money received by him in respect of the management of the Development into the account opened and maintained under sub-clause (a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) of this Clause.
 - (e) Subject to sub-clause (f), the Manager may, out of money received by him in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
 - (f) The retention of a reasonable amount of money under sub-clause (e) or the payment of that amount into a current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).

- (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which refers to the management of the Development.
3. The Manager shall maintain proper books or records of accounts and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and accounts for at least six (6) years.
4. Within one (1) month after each consecutive period of three (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 Land and the Development in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
5. Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days. Such accounts shall be audited by auditors appointed by the Manager provided always that prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice. Each income and expenditure account and balance sheet shall include details of the Special Fund required by Clause 10 of Subsection D of this Section and an estimate of the time when there will be a need to draw on that fund, and the amount of money that will be then needed.
6. The Manager shall, on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him provided that all charges collected hereunder shall be credited to the Special Fund.
7. The Manager shall permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet.
8. The Manager shall have power to appoint a firm of Certified Public Accountants to audit the accounts and records of the Manager concerning the management of the Development and to certify the annual accounts prepared in accordance with the foregoing clauses and the accountant's fees shall be part of the management expenditure. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time provided that the Owners' Committee or the Owners at a meeting of the Owners may choose to appoint an auditor of their choice from time to time. If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that

resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and

- (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
 - (b) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.
9. (a) Subject to sub-clause (b) of this Clause 9, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within fourteen (14) days of the date his appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in his place any movable property in respect of the control, management and administration of the Development that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, he shall within two (2) months of the date his appointment ends:
- (i) prepare:
 - (1) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ends; and
 - (2) a balance sheet as at the date his appointment ends,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 his place any books or records of accounts, papers, documents and other records which are required for the purposes of the preceding sub-clause (b)(i) and have not been delivered under sub-clause (a) of this Clause 9.
10. Subject to Clause 6(c) of Section X of this Deed, on termination of the

Manager's appointment, the Manager must assign the undivided shares in the Common Areas and the Common Facilities free of costs or consideration to its successor in office as the Manager who must hold the said undivided shares on trust for the benefit of all the Owners.

SECTION VII

A. Meetings of the Owners

1. Subject to Clause A13 of this Section, an annual general meeting of the Owners of the Development shall be held at least once a year (but in any event not later than fifteen (15) months after the preceding annual general meeting) commencing with the year following that in which the Occupation Permit is issued. The Owners of the Development may meet from time to time as occasion may require to discuss and decide matters concerning the management of the Land and the Development.

2. The annual general meeting and any meeting of the Owners of the Development may be convened by the Owners' Committee, the Manager or an Owner appointed to convene such a meeting by Owners of not less than 5% of the undivided shares in aggregate in the Land and the Development. The person convening the meeting of the Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. The notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting 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.

Provided however that a meeting of the Owners other than an annual general meeting may be convened by the Manager or the Owners' Committee or an Owner appointed to convene such a meeting by Owners who hold not less than 5% of all the undivided shares in aggregate in the Land and the Development by notice in the manner previously set out or by giving such notice to the Manager who shall as soon as possible convene a meeting in the manner previously set out.

3. 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 purpose of this clause, the reference to "10% of the Owners" shall:

- (a) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of undivided shares of the Development; and
- (b) not be construed as the Owners of 10% of the undivided shares in aggregate.

4. The only persons entitled to attend any such meeting and vote thereat shall be Owners of the Development or the representative or representatives of the Owner or Owners of the Development duly appointed by the Owner or Owners in writing.

5. A meeting of the Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened by the Manager or an Owner appointed to convene such a meeting by the Owners of not less than 5% of the undivided shares in aggregate, the person convening the meeting.

6. (a) All resolutions passed at such meeting by a majority of the Owners present in person or by proxy and voting shall be binding on all the Owners and the Manager of the Development Provided that such resolutions shall not be contrary to any of the covenants terms and conditions contained in this Deed and the Government Grant.

(b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), 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 that body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened by the Manager or by an Owner appointed to convene such a meeting by the Owners of not less than 5% of the undivided shares in aggregate, 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.

(c) The procedure at a meeting of the Owners shall be as is determined by the Owners.

7. A resolution put to the vote of the meeting shall be decided by majority of votes by a poll to be taken at such time and in such manner as the Manager shall direct.

8. Subject to Clause 15 of this Subsection A, at a meeting of the Owners, an Owner shall have one vote in respect of each undivided share he owns.

9. Where two (2) or more persons are the co-owners of an undivided share, and the vote in respect of that share may be cast (a) by a proxy jointly appointed by the co-Owners, (b) by a person appointed by the co-Owners from amongst themselves, or (c) if no appointment has been made under (a) or (b), either by one of the co-owners personally or by a proxy appointed by one of the co-owners. Where two (2) or more persons are the co-owners of an undivided share and more than one of the co-owners seeks to cast a vote in respect of the undivided share, only the vote that is cast, whether personally or by proxy, by the co-owner

whose name, in order of priority, stands highest in relation to that undivided share in the register kept at the Land Registry shall be treated as valid.

10. In case of an equality of votes the person presiding over the meeting shall have, in addition to a deliberate vote, a casting vote. Without prejudice to the foregoing provisions, the votes of Owners may be cast either personally or by proxy.

11. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.

12. The Manager shall send a representative or representatives to all such meetings and a record of the persons present at the meeting and the proceedings thereof shall be kept.

13. Within nine (9) months from the date of this Deed, the Manager shall convene (and to call further and subsequent meetings if required) a meeting of the Owners for the purpose of forming an Owners' Committee and electing the first Chairman thereof or appointing a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong). The first Chairman shall act until the first annual general meeting when the post of Chairman shall fall vacant and an election for Chairman shall be held. Thereafter a Chairman shall be elected at each annual general meeting for the ensuing year.

14. The function of the Owners' Committee is to represent the Owners of the Land and the Development in all dealings with the Manager and to undertake such other duties as the Manager may with the written approval of the Owners' Committee delegate to the Owners' Committee and without in any way limiting the generality of the foregoing:

- (a) to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Development;
- (b) to apply if thought fit for registration as a corporation under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong);
- (c) to remove the Manager of the Development without compensation with the sanction of a resolution at a meeting of the Owners of the Development duly convened and passed by a majority of Owners holding not less than fifty percent (50%) of the undivided shares in the Land and the Development (excluding the undivided shares allocated to the Common Areas) and upon the giving to the Manager not less than three (3) months' notice in writing;
- (d) to appoint (whether in place of any Manager removed or to fill any vacancy) any service company or agent as a Manager of the Development upon the termination of the then Manager's employment;

- (e) to undertake consider review and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.

15. Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and the Common Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the undivided shares as referred to in Clause 8 of this Subsection shall not include the undivided shares allocated to the Common Areas and the Common Facilities.

B. Meetings of the Owners' Committee

1. A meeting of the Owners' Committee may be convened at any time by the Chairman or any two (2) members of the Owners' Committee.

2. In the election of the members to the Owners' Committee, the Owners shall endeavour to elect such number of representatives from the Owners for the time being of the Development to represent the Owners. For the time being and unless and until otherwise determined by a meeting of the Owners, the Owners' Committee shall consist of five (5) members made up of:

- (i) four (4) members as representatives for the Owners of the Residential Units;
- (ii) one (1) member as representative for the Owners of the Car Parks.

3. Any Owner (including any one or two or more co-owners) for the time being of the undivided share or shares in the Land and the Development shall be eligible for election to the Owners' Committee. In the event of an Owner being a corporate body, the representative(s) appointed by such Owner shall be eligible for such election. The appointment of a representative or representatives by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing given to the Committee.

4. A member of the Owners' Committee shall hold office until the annual general meeting of Owners next following his appointment or election provided that:

- (a) He shall nevertheless cease to hold office if:
 - (i) he resigns by notice in writing to the Owners' Committee;
 - (ii) he ceases to be eligible; or
 - (iii) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.

- (b) Any one or more members of the Owners' Committee may be removed from office by a resolution of the Owners of the Units in the relevant part of the Development which he represents at a meeting of the Owners convened for the purpose in such manner as is provided for a meeting of the Owners in Subsection A of Section VII of this Deed and at any such meeting, new members of the Owners' Committee may be appointed in the place of those removed from office.
 - (c) If in any annual general meeting at which an election of the Owners' Committee should take place, the office of the retiring members or any of them is not filled, or if in any year no annual general meeting is held, the members of the Owners' Committee shall continue to be in office until the next Annual General Meeting.
5. Retiring members of the Owners' Committee shall be eligible for re-election.
6. Subject to Clause 2 above, the Owners' Committee may appoint any eligible Owner to fill any casual vacancy or as an additional member for the current term.
7. The Owners' Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below three (3). In the event that the number is reduced below three (3), the remaining member of the Owners' Committee may act but only for the purpose of calling for a meeting of the Owners to elect an Owners' Committee.
8. Any one or more members of the Owners' Committee may be removed from office by resolution passed at a meeting of the Owners and new members of the Owners' Committee may be elected in the place of those removed from office.
9. The Owners' Committee shall have full power to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or by-laws shall be contrary to or inconsistent with the provisions of this Deed.
10. (a) The officers of the Owners' Committee ("Officers") shall be:
- (i) the Chairman;
 - (ii) the secretary; and
 - (iii) such other officers (if any) as the Owners' Committee may from time to time elect.
- (b) The Officers shall be elected by the members of the Owners' Committee

themselves, such election to be held at or as soon as reasonably possible after the Annual General Meeting at which the Owners' Committee is elected and at such other times as may be necessary.

- (c) All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.

11. The person or persons convening the meeting of the Owners' Committee shall, at least seven (7) days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee, 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. That notice referred to in this Clause may be given:-

- (a) by delivering it personally to the member of the Owners' Committee; or
- (b) by sending it by post to the member of the Owners' Committee at his last known address; or
- (c) by leaving it at the member's Residential Unit or depositing it in the letter box for that Residential Unit.

12. The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or three (3) such members, whichever is the greater.

13. A meeting of the Owners' Committee shall be presided over by:

- (a) the Chairman; or
- (b) in the absence of the Chairman, a member of the Owners' Committee appointed as Chairman for that meeting.

14. At a meeting of the Owners' Committee, each member present shall have one (1) vote on a question before the committee and if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.

15. The Owners' Committee shall meet at such times as occasion shall require and the procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

SECTION VIII

REINSTATEMENT

1. In the event of the whole or any part or parts of the Development being so damaged by fire typhoon earthquake subsidence or other cause so as to render the same substantially unfit for use or habitation or occupation, the Owners of not less than seventy-five percent (75%) of the undivided shares allocated to the damaged part(s) of the Development (excluding the undivided shares allocated to the Common Areas and the Common Facilities) may convene a meeting of the Owners of the part or parts of the Development so affected, and such meeting may resolve that by reason of insufficiency of insurance monies changes in building law and/or regulations or any other circumstances whatsoever it is not practicable to reinstate and rebuild such part or parts of the Development, then and in such event the undivided shares in the Land and the Development representing such part or parts 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 either private treaty or public auction and to distribute the net proceeds of sale amongst the Owners of such undivided shares in proportion to the respective undivided shares previously held by such former Owners. All insurance moneys received in respect of any policy insurance on such part or parts of the Development shall likewise be distributed amongst such former Owners. In such event, all the rights privilege obligations and covenants of such Owners under this Deed or any other deed shall be extinguished so far as the same relate to such part or parts of the Development Provided Always That if it is resolved to reinstate or rebuild such part or parts of the Development, each Owner of such part or parts shall pay his due proportion of the excess of the cost of reinstatement or rebuilding of such part or parts over and above the proceeds from the insurance of such part or parts and that until such payment the same will be a charge upon his interest in the Land and the Development and be recoverable as civil debt.

2. The following provisions shall apply to a meeting convened under the provisions of this Section:

- (a) Every such meeting shall be convened by at least fourteen (14) days' notice in writing given by the person(s) convening such meeting either personally or by post addressed to the Owners at their last known addresses or by leaving the notices at their respective Units or depositing the notices in the letter boxes of their respective Units;
- (b) Subject to sub-clause (j) of this Clause 2, no business shall be transacted at any meeting unless a quorum is present throughout the meeting and the Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five percent (75%) of the total number of undivided shares in the damaged part or parts of the Development shall be a quorum;
- (c) Subject to sub-clause (j) of this Clause 2, if within half an hour from the time

appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week at the same place;

- (d) The Owners present in such meeting shall choose one of them to be the Chairman of the meeting;
- (e) The Chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Subject to sub-clause (j) of this Clause 2, every Owner shall have one vote for each undivided share vested in him and in the case of Owners who together are entitled to one undivided share, such Owners shall jointly have one vote for each undivided share, and the vote in respect of that share may be cast either (a) by a proxy jointly appointed by the co-Owners or (b) by a person appointed by the co-Owners from amongst themselves or (c) failing the aforesaid, by the co-Owner who seeks to vote at the meeting (be there more than one, either personally or by proxy by the co-Owner whose name stands highest in the relevant register, in order of priority, kept at the Land Registry);
- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be deposited with the Chairman of the meeting either before or at the meeting;
- (i) Subject to sub-clause (j) of this Clause 2, a resolution passed at a duly convened meeting by not less than seventy-five percent (75%) majority of the Owners (excluding the Owner of the Common Areas and the Common Facilities) present in person or by proxy who in the aggregate have vested in them not less than seventy-five percent (75%) of the undivided shares allocated to the damaged part or parts of the Development shall be binding on all the Owners of such part or parts of the Development Provided as follows:
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and the Common Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the undivided shares as referred to in the Clauses 2(b), (c), (f) and (i) of this

Section shall not include the undivided shares allocated to the Common Areas and the Common Facilities.

- (k) A resolution in writing signed by the Owners (excluding the Owner of the Common Areas and the Common Facilities) who in the aggregate have vested in them for the time being not less than seventy-five percent (75%) of the undivided shares allocated to the damaged part of the Development in question shall be as valid and effectual as if it had been passed at the aforesaid meeting.
- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION IX

EXCLUSIONS AND INDEMNITIES

Neither the Manager nor any employees servants agents or other person employed by the Manager shall be liable to the Owners' Committee or the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owners or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees servants agents contractors or such other person employed by the Manager. For avoidance of doubt, the Manager shall not be liable to the Owners' Committee or the Owners or any of them or to any other person or persons whomsoever whether claiming through, under or in trust for any Owners or otherwise, for or in respect of :-

- (a) any defect in or failure or malfunction of any of the Common Areas and/or the Common Facilities;
- (b) any failure, malfunction or suspension of the supply of water, gas, electricity or other utility services to, from or for the Land and the Development;
- (c) fire, flood or the overflow or leakage of water from anywhere within or outside the Development or the influx of rainwater or other substances;
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin;
or
- (e) theft or burglary

unless it can be shown that such liabilities were caused by an act or omission of the Manager, its employees or agents involving criminal liability, dishonesty or negligence. The obligation to pay his due proportion of the management expenditure by the Owner in respect of his Unit shall not cease solely on ground of the happening of any of the aforesaid events.

SECTION X

MISCELLANEOUS

1. Without prejudice to any provisions herein contained, no person shall after ceasing to be an Owner of any undivided shares in the Land and the Development be liable for any debts liabilities or obligations under the covenants terms and conditions of this Deed in respect of such undivided share and/or the part of the Development held therewith save and except in respect of any breach non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
2. Each Owner shall notify the Manager of the name and address of the person within Hong Kong authorized by him to accept service of process. Any Owner of undivided shares not occupying his Unit must provide the Manager with an address in Hong Kong for service of notices under the terms of this Deed, failing which the address of his Unit shall be deemed to be his address for service.
3. There shall be public notice boards (including, without limitation, light emitting diode (LED) monitor display notice boards) at such prominent places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Development 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 three (3) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
4. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if served personally upon the party to be served or sent by post addressed to the party to whom the notices or demands are given at his last known address 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 that where notice is to be given to an Owner who is a chargor, such notice may also be served on the chargee, if a company, at its registered office or last known place of business in Hong Kong Special Administrative Region and, if an individual, at his last known place of business or 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 the registered office of the Manager.
5. 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 Common Areas, the Common Facilities and to the undivided shares held therewith.

6. (a) (i) No provision in this Deed shall contradict, overrule or fail to comply with or in any way be construed or constructed so as to contradict, overrule or fail to comply with the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and the Schedules thereto.
- (ii) The provisions of Schedules 7 and 8 to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) shall be incorporated in and form part of this Deed and shall prevail over any other provision in this Deed that is inconsistent with them. The Registered Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (in both English and Chinese versions) in the management office 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.
- (b) At any time after the formation and during the period of existence of the Owners' Corporation under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the general meeting of the Owners' Corporation convened under the Building Management Ordinance shall take the place of the Owners' meeting convened under this Deed, and where a management committee of the Owners' Corporation is or has been appointed, the management committee of the Owners' Corporation shall take the place of the Owners' Committee.
- (c) Upon execution of this Deed, the Registered Owner shall assign the whole of the undivided shares in the Common Areas and the Common Facilities together with the Common Areas and the Common Facilities free of cost or consideration to the Manager appointed under this Deed who must hold the said undivided shares on trust for the benefit of all Owners. Subject as hereinafter provided, on termination of the Manager's appointment, the Manager must assign the undivided shares in the Common Areas and the Common Facilities free of costs or consideration to its successor in office as the Manager who must hold the said undivided shares on trust for the benefit of all Owners. If an Owners' Corporation is formed under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), it may require the Manager, in accordance with this Deed to assign the undivided shares in the Common Areas and the Common Facilities and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Corporation must hold such undivided shares on trust for all the Owners.
7. The Registered Owner shall at its own cost provide a direct translation in

Chinese of this Deed and deposit a copy of this Deed and the Chinese translation in the management office within one (1) month of the date of this Deed for inspection by all Owners free of costs and for taking copies at their own expense 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 thereof, the English text shall prevail.

8. A set of plans showing the Common Areas and the Common Facilities where such can be shown and delineated on plans as appropriate and any subsequent amendments thereto shall be prepared by the Registered Owner and certified as to their accuracy by or on behalf of the Authorized Person and kept at the Manager's office and may be inspected by the Owners during normal office hours free of charge.

9. Any undivided shares allocated to the Common Areas and the Common Facilities shall not carry any voting rights at any meeting whether under this Deed, the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) or otherwise or liability to pay any fees under this Deed, nor shall such undivided shares be taken into account for the purpose of calculating the quorum of any meeting under this Deed.

10. (a) The Registered Owner shall at its own costs 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.

(b) The Registered Owner shall deposit a full copy of the schedule and maintenance manual for the Works and Installations in the management office within one (1)

month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

11. The schedule and the maintenance manual for the Works and Installations shall be revised if necessary in future to take into account any necessary changes such as addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.

- (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Works and Installations forming part of the Common Areas and the Common Facilities.
- (ii) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for the maintenance of the Development and their own Units including those part or parts of the Works and Installations forming part of their Units.

12. The Owners may, by a resolution of 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.

13. All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund.

14. The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office within one (1) month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

15. All Sub-Deeds of Mutual Covenant (if applicable) made under this Deed shall be drafted in accordance with the guidelines prescribed by the Law Society except where to comply with these guidelines, a Sub-Deed of Mutual Covenant would then be in conflict with the provisions of this Deed, then the guidelines need not be complied with to the extent necessary to avoid any such conflict.

16. The locations of the balconies and the utility platforms forming parts of the Green and Innovative Features of the Development are shown on the Plans.

17. The clause headings in this Deed are inserted for convenience only and shall be ignored in construing this Deed.

18. In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender; words importing persons shall include corporations and vice versa; references to clauses and schedules are to be construed as references to clauses of, and schedules to, this Deed.

IN WITNESS whereof the parties hereto have duly executed and delivered this Deed as a deed the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

The Government Grant

- (a) Date : the 29th day of March 1949
- (b) Parties : King George VI of the one part and Chan Shu Lam and Chan Shu Kui of the other part
- (c) Term : 75 years from the 20th day of September 1937 with a right of renewal for a further term of 75 years
- (d) Lot : Inland Lot No.5044
- (e) As varied or modified by : Modification Letter dated 21st February 1957 registered in the Land Registry by Memorial No.UB300877 and Offensive Trade Licence dated 20th March 2015 and registered in the Land Registry by Memorial No.15041001850014

THE SECOND SCHEDULE ABOVE REFERRED TO

(Allocation of undivided shares)

Summary of Allocation of undivided shares

<u>Description</u>	<u>No. of undivided shares</u>
1. Residential Units	48665
2. Car Parks	1898
3. Common Areas and Common Facilities	1000
TOTAL UNDIVIDED SHARES :	51563

(i) Allocation of undivided shares to each Residential Unit

Tower 1

Floor	Residential Unit	Number of undivided shares allocated to each Residential Unit
6/F – 25/F (13/F, 14/F & 24/F omitted) (17 storeys)	Unit A	78
	Unit B	75
	Unit C	73
	Unit D	74
	Unit E	80
	Unit F	85
	Unit G	58
	Unit H	58
26/F – 32/F (7 storeys)	Unit A	139
	Unit B	113
	Unit C	127
	Unit F	84
	Unit G	58
	Unit H	58
	Unit J	75
33/F & 35/F (duplex)	Unit A @	305
	Unit B @	218
	Unit C @	222
33/F	Unit F	84
	Unit G	58
	Unit H	58
35/F	Unit F	84
	Unit G	58
	Unit H	58
Total		16892

Notes:

1. There is no designation of 13/F, 14/F, 24/F and 34/F in Tower 1.
2. @ means including flat roof(s).

Tower 2

Floor	Residential Unit	Number of undivided shares allocated to each Residential Unit
6/F – 25/F (13/F, 14/F & 24/F omitted) (17 storeys)	Unit A	75
	Unit B	77
	Unit C	57
	Unit D	76
	Unit E	64
	Unit F	79
	Unit G	85
	Unit H	78
26/F – 32/F (7 storeys)	Unit A	119
	Unit B	93
	Unit C	100
	Unit E	96
	Unit F	97
	Unit G	104
33/F & 35/F (duplex)	Unit A @	194
	Unit C @	173
	Unit E @	190
33/F	Unit B	95
	Unit F	98
	Unit G	101
35/F	Unit B	94
	Unit F	98
	Unit G	101
Total		15454

Notes:

1. There is no designation of 13/F, 14/F, 24/F and 34/F in Tower 2.
2. @ means including flat roof(s).

Tower 3

Floor	Residential Unit	Number of undivided shares allocated to each Residential Unit
6/F – 25/F (13/F, 14/F & 24/F omitted) (17 storeys)	Unit A	61
	Unit B	54
	Unit C	49
	Unit D	52
	Unit E	82
	Unit F	83
	Unit G	85
	Unit H	78
	Unit J	82
26/F – 32/F (7 storeys)	Unit A	143
	Unit B	58
	Unit C	75
	Unit D	115
	Unit F	83
	Unit G	85
	Unit H	78
33/F & 35/F (duplex)	Unit A @	234
	Unit C	151
	Unit D @	213
33/F	Unit B	62
	Unit F	85
	Unit G	85
	Unit H	78
35/F	Unit B	62
	Unit F	85
	Unit G	85
	Unit H	78
Total		16319

Notes:

1. There is no designation of 13/F, 14/F, 24/F and 34/F in Tower 3.
2. @ means including flat roof(s).

(ii) **Allocation of undivided shares to Car Parks**

Car Parks	Floor	Number of Car Parks	Number of undivided shares allocated to each Car Park
Residential Parking Spaces Nos. 1 – 43	G/F	43	13
Residential Parking Spaces Nos. 1 – 27, 29 – 38	1/F	37	13
Residential Parking Spaces Nos. 2 – 63	2/F	62	13
Residential Parking Space No.28 (parking space for disabled persons)	1/F	1	18
Residential Parking Space No.1 (parking space for disabled persons)	2/F	1	18
Motor Cycle Parking Spaces Nos. M1 – M8	2/F	8	2

THE THIRD SCHEDULE ABOVE REFERRED TO
(Allocation of Management Shares)

Summary of Allocation of Management Shares

<u>Description</u>	<u>No. of Management Shares</u>
1. Residential Units	48665
2. Car Parks	1898
TOTAL MANAGEMENT SHARES :	50563

(i) Allocation of Management Shares to each Residential Unit

Tower 1

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit
6/F – 25/F (13/F, 14/F & 24/F omitted) (17 storeys)	Unit A	78
	Unit B	75
	Unit C	73
	Unit D	74
	Unit E	80
	Unit F	85
	Unit G	58
	Unit H	58
26/F – 32/F (7 storeys)	Unit A	139
	Unit B	113
	Unit C	127
	Unit F	84
	Unit G	58
	Unit H	58
	Unit J	75
33/F & 35/F (duplex)	Unit A @	305
	Unit B @	218
	Unit C @	222
33/F	Unit F	84
	Unit G	58
	Unit H	58
35/F	Unit F	84
	Unit G	58
	Unit H	58
Total		16892

Notes:

1. There is no designation of 13/F, 14/F, 24/F and 34/F in Tower 1.
2. @ means including flat roof(s).

Tower 2

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit
6/F – 25/F (13/F, 14/F & 24/F omitted) (17 storeys)	Unit A	75
	Unit B	77
	Unit C	57
	Unit D	76
	Unit E	64
	Unit F	79
	Unit G	85
	Unit H	78
26/F – 32/F (7 storeys)	Unit A	119
	Unit B	93
	Unit C	100
	Unit E	96
	Unit F	97
	Unit G	104
33/F & 35/F (duplex)	Unit A @	194
	Unit C @	173
	Unit E @	190
33/F	Unit B	95
	Unit F	98
	Unit G	101
35/F	Unit B	94
	Unit F	98
	Unit G	101
Total		15454

Notes:

1. There is no designation of 13/F, 14/F, 24/F and 34/F in Tower 2.
2. @ means including flat roof(s).

Tower 3

Floor	Residential Unit	Number of Management Shares allocated to each Residential Unit
6/F – 25/F (13/F, 14/F & 24/F omitted) (17 storeys)	Unit A	61
	Unit B	54
	Unit C	49
	Unit D	52
	Unit E	82
	Unit F	83
	Unit G	85
	Unit H	78
	Unit J	82
26/F – 32/F (7 storeys)	Unit A	143
	Unit B	58
	Unit C	75
	Unit D	115
	Unit F	83
	Unit G	85
33/F & 35/F (duplex)	Unit A @	234
	Unit C	151
	Unit D @	213
33/F	Unit B	62
	Unit F	85
	Unit G	85
	Unit H	78
35/F	Unit B	62
	Unit F	85
	Unit G	85
	Unit H	78
Total		16319

Notes:

1. There is no designation of 13/F, 14/F, 24/F and 34/F in Tower 3.
2. @ means including flat roof(s).

(ii) **Allocation of Management Shares to Car Parks**

Car Parks	Floor	Number of Car Parks	Number of Management Shares allocated to each Car Park
Residential Parking Spaces Nos. 1 – 43	G/F	43	13
Residential Parking Spaces Nos. 1 – 27, 29 – 38	1/F	37	13
Residential Parking Spaces Nos. 2 – 63	2/F	62	13
Residential Parking Space No.28 (parking space for disabled persons)	1/F	1	18
Residential Parking Space No.1 (parking space for disabled persons)	2/F	1	18
Motor Cycle Parking Spaces Nos. M1 – M8	2/F	8	2

THE FOURTH SCHEDULE ABOVE REFERRED TO

Works and Installations as at the date of this Deed :

1. Structural elements;
2. External Wall finishes and roofing materials;
3. Fire Safety elements;
4. Slope structures;
5. Plumbing system;
6. Drainage system;
7. Fire services installations and equipment;
8. Electrical wiring system;
9. Lifts installations;
10. Gas supply system;
11. Window installations;
12. Central air-conditioning system and ventilation system for the Recreational Facilities and entrance lobbies;
13. Gondola system;
14. Curtain wall system;
15. Security system;
16. Car park control system;
17. Hard and soft landscape;
18. Swimming pool filtration system;
19. Transformer room facilities; and
20. Other major items as from time to time be added or revised.

SEALED with the Common Seal of)
)
Golden Kent International Limited,)
)
the Registered Owner, and SIGNED by)
)
)
)
director(s)/person(s) duly authorized by the)
)
resolution of the board of directors of the)
)
Registered Owner whose signature(s) is/are)
)
verified by:)

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

SEALED with the Common Seal of)
)
[],)
)
)
the Manager, and SIGNED by)
)
)
)
director(s)/person(s) duly authorized by the)
)
resolution of the board of directors of the)
)
the Manager whose signature(s) is/are)
)
verified by:)

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

SIGNED SEALED AND DELIVERED)
)
by the Covenanting Owner)
)
)
)
in the presence of:)

INTERPRETED to the Covenanting Owner by :-

[OR]

SEALED with the Common Seal of)
)
[],)
)
the Covenanting Owner, and SIGNED by)
)
)
director(s)/person(s) duly authorized by the)
)
resolution of the board of directors of the)
)
the Covenanting Owner in the presence of:)

Remark:

- * *The definitions and provisions marked with asterisk (*) will no longer be applicable and shall be deleted if the Deed of Surrender in respect of the Adjoining Lands is executed prior to the execution of this DMC.*

Dated the _____ day of

GOLDEN KENT INTERNATIONAL LIMITED
(金鈞國際有限公司)

and

NEW WORLD PROPERTY MANAGEMENT COMPANY LIMITED
(新世界物業管理有限公司)

and

[_____]

**DEED OF MUTUAL COVENANT
INCORPORATING MANAGEMENT AGREEMENT**

OF

**THE REMAINING PORTION OF SECTION G OF INLAND LOT NO.5044,
THE REMAINING PORTION OF SUBSECTION 1 OF SECTION H OF INLAND
LOT NO.5044, THE REMAINING PORTION OF SECTION H OF INLAND LOT
NO.5044, THE REMAINING PORTION OF SECTION I OF INLAND LOT NO.5044,
THE REMAINING PORTION OF SECTION P OF INLAND LOT NO.5044,
SUBSECTION 1 OF SECTION Q OF INLAND LOT NO.5044, SUBSECTION 2 OF
SECTION Q OF INLAND LOT NO.5044, SUBSECTION 3 OF SECTION Q OF
INLAND LOT NO.5044, THE REMAINING PORTION OF SECTION Q OF INLAND
LOT NO.5044, THE REMAINING PORTION OF SUBSECTION 1 OF SECTION R
OF INLAND LOT NO.5044, THE REMAINING PORTION OF SECTION R OF
INLAND LOT NO.5044**

**KAO, LEE & YIP
SOLICITORS & NOTARIES
17TH FLOOR, GLOUCESTER TOWER
THE LANDMARK, CENTRAL
HONG KONG SAR.**

Y/LWY/83138/MK (CV)