

Dated the 25<sup>th</sup> day of January 2008

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# DEED OF MUTUAL COVENANT

in respect of

New Kowloon Inland Lot Nos.2187 and 2188

## SEA PANORAMA COURT ( 君凱豪庭 )

Nos.561-563 Fuk Wa Street, Kowloon, Hong Kong.

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註冊摘要編號 Memorial No.:

**08022101590063**

本文書於2008年2月21日在土地註冊處  
以上述註冊摘要編號註冊。

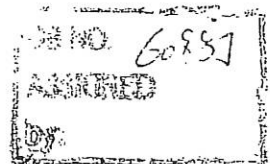
This instrument was registered in the  
Land Registry by the above Memorial  
No. on 21 February 2008.



土地註冊處處長  
Land Registrar

MESSRS. NG LIE, LAI & CHAN,  
SOLICITORS,  
Room 2301-6, 23<sup>rd</sup> Floor,  
Nan Fung Tower,  
173 Des Voeux Road Central,  
Hong Kong

Ref: CON/YJ/C/74682(6)/07/bm



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PART A

PARTIES

THIS INDENTURE is made the 25<sup>th</sup> day of January  
Two Thousand and Eight

BETWEEN CHINA HINTS INVESTMENTS LIMITED ( 中 顯 投 資 有 限 公 司 ) whose registered office is situate at 18<sup>th</sup> Floor, Tower A, Viking Technology and Business Centre, 93 Ta Chuen Ping Street, Kwai Chung, New Territories, Hong Kong (hereinafter called "the Registered Owner" which expression where the context so admits shall include its successors and assigns) of the first part and NG PO LING ( 伍 宝 玲 ) of 20<sup>th</sup> Floor, Sea Panorama Court, Nos.561-563 Fuk Wa Street, Kowloon, Hong Kong (hereinafter called "the First Purchaser") which expression where the context so admits shall include its successors and assigns of the second part and GOLDEN LIGHT SERVICES LIMITED ( 金 光 服 務 有 限 公 司 ) whose registered office is situate at 18<sup>th</sup> Floor, Tower A, Viking Technology and Business Centre, 93 Ta Chuen Ping Street, Kwai Chung, New Territories, Hong Kong (hereinafter called "the First Manager" which expression where the context so admits shall include its successors and assigns) of the third part.

PART B

DEFINITIONS

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

"Balcony" shall mean the non-enclosed areas at the balcony on 3<sup>rd</sup> to 21<sup>st</sup> Floors inclusive and 23<sup>rd</sup> Floor as part of the green feature for which exemption from the gross floor area calculation has been approved by the Building Authority.

"Building" shall mean the 25 multi-storeyed commercial and residential building erected on the Land and known as "SEA PANORAMA COURT ( 君 凱 豪 庭 )", Nos.561-563 Fuk Wa Street, Kowloon, Hong Kong comprising shops on the Ground Floor and the 1<sup>st</sup> Floor, podium on the 2<sup>nd</sup> Floor, residential units on the 3<sup>rd</sup> to 24<sup>th</sup> Floors, the Flat Roof, the Balcony, the Utility Platform, the Common Areas and Common Facilities.

"Capital Expenditure" shall mean expenditure of a kind not incurred annually.

"Common Areas" shall mean and include :-

- (a) the entrance to and exit from the Building;
- (b) the exits and entrances;

- (c) the sub-structures and foundations;
- (d) footpaths, steps and staircases (if any);
- (e) the management office and offices (if any);
- (f) the central garbage disposal area (if any);
- (g) the entrances, halls, common lift lobbies, common staircases (except the internal staircases of Duplex Flats on the 21<sup>st</sup> Floor to 24<sup>th</sup> Floor), common staircases lobbies, common smoke lobbies, common lobbies, common corridors, landings and passages in the Building (if any); and
- (h) the spaces for cable and wire ducts and hose reels (if any);
- (i) the Mechanical Floor and Upper Mechanical Floor of the Building;
- (j) the Refuge Floor of the Building;
- (k) the 2<sup>nd</sup> Floor of the Building;
- (l) all other areas in the Building the right to the use of which is not given to a particular Owner by this Deed;
- (m) the other spaces and areas not otherwise designated for any particular purposes; and
- (n) all such areas as are shown coloured green on the Plans attached hereto

"Common Facilities" shall mean and include :-

- (a) transformer rooms, switch rooms, meter rooms, lift machine rooms and other mechanical rooms (if any);
- (b) lift(s);
- (c) tanks, pump houses, fire service water tanks, fire services equipment (if any);
- (d) such of the sewers, drains water courses, pipes, gutters, wells (if any) wires and cables and other service facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Land or the Building, through



- which fresh or flush water, sewage, gas, electricity, telephone and any other service are supplied to the Building or the Land or any part or parts thereof;
- (e) water pipes, drains, wires and cables inside the Building not designated for the exclusive use of any one particular Owner;
  - (f) close circuit television cameras in the Common Areas connecting directly to the management office (if any);
  - (g) close circuit television cameras in the lifts in the Building connecting directly to the management office;
  - (h) store rooms in the Building not designated for the exclusive use of any one particular Owner (if any);
  - (i) caretaker station(s) in the Building (if any);
  - (j) communal radio and/or television antennae for the use and benefit of the Building (if any); and
  - (k) any other facilities installed for the use and benefit of the Owners and not for the use and benefit of a particular Owner;

"this Deed"	shall mean this Deed of Mutual Covenant;
"Flat"	shall mean a unit or units of residential accommodation in the Building intended for domestic use;
"Flat Roof"	shall mean a flat roof or flat roofs in the Building intended for use by an individual owner;
"Government"	shall mean the Government of Hong Kong Special Administrative Region and shall include all governmental departments or others acting with the Government's authority;
"Government Lease"	shall mean the two several Government Leases in respect of New Kowloon Inland Lot Nos.2682 and 2188 and any other documents having the effect of a variation or modification of the said Government Leases or any of them.
"Guidelines"	shall mean the Property Practice Direction No. A5: Non-Consent Scheme Guidelines for Drafting of Deeds of Mutual Covenant contained in the Law Society of Hong Kong Circular No. 04-123 (PA) dated 6 <sup>th</sup> April 2004.

"House Rules"	shall mean those Rules from time to time in force as provided in Part K hereof;
"Land"	shall mean All Those pieces or parcels of land situate and lying at Kowloon Hong Kong and registered in the Land Registry as New Kowloon Inland Lot Nos.2187 and 2188.
"Maintain"	shall mean and include repair, upkeep, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, keep, replace and decorate or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "Maintenance" shall be construed accordingly;
"Management"	shall mean and include all acts, works, powers and duties to be done and performed by the Manager as may be necessary to protect and safeguard the common interest of the Owners of the Building;
"Management Expense"	shall mean the costs charges and expenses for the Management and Maintenance of the Land and the Building as hereinafter provided;
"Management Committee"	shall mean a committee of the Owners of the Building formed in accordance with this Deed or the management committee appointed pursuant to the Ordinance;
"Manager"	shall mean the First Manager or any company firm person or body as may from time to time be appointed in its place as manager of the Building pursuant to this Deed;
"Manager's Remuneration"	shall mean the remuneration of the Manager for performance of its duties in accordance with the provisions hereof where the calculation shall follow Clause 1(i)(m) of Part N of this Deed;
"Management Charges"	shall mean the contribution to Management Expenses and Manager's Remuneration payable by the Owners in the accordance with Clause 1 of Part N of this Deed;
"Management Fund"	shall mean all monies (including all interest thereon) received, recovered or held by the Manager pursuant to this Deed except only the Manager's Remuneration and the funds otherwise specifically defined hereunder;
"Mechanical Floor"	shall mean the floor immediately above 24 <sup>th</sup> Floor of the Building;
"Month"	shall mean a calendar month by European reckoning;
"Occupation Permit"	shall mean and include any occupation permit, whether

	temporary or permanent, covering the Building;
"Ordinance"	shall mean the Building Management Ordinance Cap. 344 of the Laws of Hong Kong and shall include any statutory re-enactment thereof or any statutory modification thereof from time to time;
"Owner" or "Owners"	shall mean and include each person in whom for the time being the legal estate in any Undivided Share in the Land and the Building is vested and registered as such under the Land Registration Ordinance of the Laws of Hong Kong and every joint tenant or tenant in common of any such share Provided That where any Undivided Share is held by two or more persons, each and every covenant, agreement and undertaking of the Owner contained in this Deed shall be joint and several Provided Further That where any such Undivided Share has been assigned or charged by way of mortgage or charge the word "Owner" or "Owners" shall, subject to the provisions hereinafter contained, include both the mortgagor and the mortgagee or chargee in possession or one who has foreclosed. References to the Owner or Owners of a Unit shall mean the Owner or Owners for the time being whose Undivided Share in the Land and the Building entitle him or them to the exclusive right to use occupy and enjoy that Unit;
"Owner and his Agents"	shall mean and include the Owner for the time being, his tenants, servants, agents, invitees and licensees;
"Owners' Committee"	shall mean a committee of the Owners of the Building formed by the meetings of Owners in accordance with Part O of this Deed;
"Owners' Corporation"	shall mean the owners' corporation of the Building incorporated under the Building Management Ordinance Cap. 344;
"Permit Date"	shall mean the date of issue of the Temporary Occupation Permit or the date of issue of the Permanent Occupation Permit of the Building whichever shall be the earlier;
"Roof"	shall mean the floor immediately above Upper Mechanical Floor of the Building;
"Upper Mechanical Floor"	shall mean the floor immediately above the Mechanical Floor of the Building;
"Shop"	shall mean a unit or units of non-domestic accommodation on the Ground Floor and the 1 <sup>st</sup> Floor of the Building intended for non-domestic use;
"Slope Structures"	shall mean slopes, slope treatment works, retaining walls

and other structures within or outside the lot or estate.

"Special Fund"	shall mean all monies (including all interest thereon) received, recovered or held by the Manager pursuant to Clause 2 of Part N of this Deed;
"Top Roof"	shall mean the area or areas above the Roof of the Building;
"Undivided Share"	shall mean all that or all those equal undivided parts or shares of and in the Building and in the Land allocated as hereinafter referred to in the First Schedule hereto;
"Unit"	shall mean and include Flat, Shop, Balcony, Flat Roof, Utility Platform and/or any other part or parts of the Land and the Building to which Undivided Share in the Land and the Building has been or may be allocated (save and except the Common Areas).
"Utility Platform"	shall mean the non-enclosed areas at the utility platform on 3 <sup>rd</sup> to 21 <sup>st</sup> Floors inclusive and 23 <sup>rd</sup> Floor as part of the green feature for which exemption from the gross floor area calculation has been approved by the Building Authority.

## 2. PLURAL AND GENDER

In these presents (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 the neuter gender and words importing persons shall include corporations and vice versa.

## PART C

### PREAMBLES

#### WHEREAS :-

- (1) Immediately prior to the assignment to the First Purchaser hereinafter referred to, the Registered Owner was the registered owner of the Land which is held under the Government Lease for the term of 75 years from 1<sup>st</sup> July 1898 with a right of renewal for a further term of 24 years less the last 3 days thereof (which term is extended to 30<sup>th</sup> June 2047 pursuant to Section 6 of the New Territories Leases (Extension) Ordinance Cap 150) subject to the payment of the rent and the observance and performance of the covenants and conditions therein reserved and contained in the Government Lease.
- (2) The Registered Owner has constructed the Building on the Land and for the purposes of sale thereof, the Land and the Building have been notionally divided

into 100 equal undivided parts or shares in the manner as set out in the First Schedule hereto.

- (3) By an Assignment ("the said Assignment") bearing even date herewith and made between the Registered Owner of the one part and the First Purchaser of the other part and executed immediately prior to the execution of this Deed, the Registered Owner assigned unto the First Purchaser ALL THOSE Four (4) Equal undivided 100<sup>th</sup> parts or shares of and in the Land and the Building TOGETHER with the full and exclusive right and privilege to hold use and occupy and enjoy ALL THAT Unit particularized and set out in the Second Schedule hereto.
- (4) The parties hereto have agreed that the First Manager shall undertake the Management and Maintenance of the Land and the Building.
- (5) The parties hereto have agreed to enter into this Deed for the purposes of making provisions for the Management and Maintenance of the Land and the Building and of defining and regulating the respective rights interests and obligations of the parties hereto in respect of the Land and the Building.

#### PART D

#### RIGHTS PRIVILEGES OF THE REGISTERED OWNER

NOW THIS DEED WITNESSETH as follows :-

Right to  
exclusive  
possession

1. The Registered Owner shall at all times hereafter subject to and with the benefit of the Government Lease have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Purchaser all the Land and the Building save and except only the Units in the Building particularized and set out in the Second Schedule hereto Together with the appurtenances thereto and the entire rents and profits thereof subject to the easements, rights and privileges granted to the First Purchaser by the said Assignment and this Deed.
2. There are reserved unto the Registered Owner and its assignee the following rights and privileges :-

Right to  
grant Common  
Facilities

- (a) The Registered Owner shall have the exclusive and unrestricted right at any time by deed poll or any sub-deed or other documents or by notice in writing to the owners to grant to the owners or occupiers of premises adjoining the Land and the Building a right to use in common with the Owners the Common Facilities Provided Always that the Registered Owner shall have the power to delegate its rights to the Manager or to such other person as the Registered Owner shall in its discretion deem fit Provided that in making such grant the Registered Owner shall not in any way interfere with the right of an Owner to hold use occupy and enjoy the Unit

which he owns.

- Right to change name of the Building
- (b) The Registered Owner reserves the exclusive and unrestricted right to change the name of the Building and the street number to be allotted to the Building whether as required by the relevant government authority or otherwise at any time and from time to time and shall not be liable to any owner or other person having an interest in the Land and the Building for any damages, claims, costs or expenses resulting therefrom or in connection therewith and may assign this right to any person without having to account to the Owners or other persons having an interest in the Land and the Building.
- Right to build in Common Areas
- (c) Subject to Section 34I of the Ordinance, the Registered Owner reserves the right for itself, its licensees or other third parties to build and operate in such part or parts of the Common Areas Provided that the written approval of the Owners' Committee (or Owners' Corporation if formed) is obtained prior to the exercise of such rights and that such building in or operation shall not unreasonably affect the enjoyment of the development by the Owners and occupiers. Any consideration received therefor shall be credited to the management account for the benefit of all Owners.
- Right to designate Common Areas
- (d) The Registered Owner shall have the exclusive and unrestricted right at any time by Deed Poll or any Sub-Deed or other documents or by notice in writing to the Owners to designate any part or parts of the Land or of the Building to be part of the Common Areas or Common Facilities including any part or parts which are not covered by the definition of "Common Areas" and "Common Facilities" without the concurrence or approval of any Owner or Owners or other persons having an interest in the Land and the Building Provided that in making such designation the Registered Owner shall not in any way interfere with the right of an Owner to hold use occupy and enjoy the Unit which he owns or unreasonably impede or restrict the access to and from such Unit and Provided further that such part or parts of the Land or of the Building are for the beneficial use of all Owners and the approval of the Owners' Committee (or Owners' Corporation if formed) shall have been obtained.
- Right to alter road
- (e) The Registered Owner reserves the exclusive and unrestricted right to alter the approach roads, run-ins, run-outs and driveway.
- Right to connect pathways
- (f) The Registered Owner reserves the exclusive and unrestricted right to join up and connect the pavements, pathways, open spaces and any other erections on the Land adjacent to the pavements, pathways, gardens, car parking space, open spaces and any other erections on the adjoining land or any part



thereof (if any); as well as the full right to grant to the owners and occupiers of adjacent land rights of way and of user in relation to such pavements, pathways, gardens and the driveways on the Land or any part thereof.

Right to  
subjacent and  
lateral support

(g) The Registered Owner reserves the full right to subjacent and lateral support for all buildings and erections which may at any time be erected or hereafter erected on the Land or on the land adjoining and adjacent to the land or any part thereof.

Right to assign  
Undivided  
Share

(h) The Registered Owner shall at all times hereafter but subject to and with the benefit of this Deed have the full and unrestricted right without interference by any other Owner to sell, assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Share in the Land and the Building for the time being held by the Registered Owner and to assign and allocate such Undivided Share to any particular Unit together with the full and exclusive right and privilege to hold use occupy and enjoy the same the exclusive right to the use of which shall not have been previously assigned and to take all steps including legal proceedings if necessary to recover possession thereof from any person in occupation thereof (other than the person to whom the exclusive right to use the same shall have been assigned) and otherwise to deal with the same without the concurrence of and without having to join any other Owner.

Right of  
carrying out  
construction  
works

(i) The Registered Owner its contractors servants agents or other persons authorized by it shall have the right at all reasonable times to enter into and upon all parts of the Land and the Building with all necessary equipment plant and materials for the purpose of completing the construction works in accordance with the plan and may carry out works in under on or over the Land and the Building as it sees fit. The Registered Owner in pursuance of any works shall notify the Owners, their servants, agents or licensees in writing as to the areas or parts of the Land and the Building that the Owners may not use while such works are being carried out and the Registered Owner shall not incur any liability of any nature whatsoever to the First Purchaser or other Owners by reason of such construction works.

Right to alter  
development

(j) The right to change, amend, vary, add to or alter the plan for the development of the Land and the Building existing at the date hereof without the concurrence or approval of any Owner or any of the parties hereto provided that nothing herein shall absolve the Registered Owner from the requirements of obtaining the prior written approval of the Director of Buildings and Lands and provided also that the rights of the Owners shall not materially or adversely affected. No such change or addition shall give the Owners any right of action against the Registered Owner.

Right to negotiate with the Government

(k) The right to apply negotiate and agree with the Government without any reference to any Owner and without the necessity of making any Owner or Owners a party thereto, to amend vary or modify the Government Lease or any conditions thereof in such manner as the Registered Owner may deem fit including but not limited to variations and modifications relating to:-

(i) the number of residential units (if any) as prescribed by the Government Lease;

(ii) the permitted use of any part or parts of the Land and the Building;

Provided that the exercise of such right shall not materially or adversely affect the interests of the Owners.

Right to dedicate to the Public

(l) The right to dedicate to the public any part or parts of the Land vested in the Registered Owner for the purposes of passage with or without vehicles or in such manner as the Registered Owner shall in its absolute discretion deem fit Provided that in making such dedication the Registered Owner shall not interfere with the Owner's rights to hold, use, occupy and enjoy the flat or shop in the Building which he owns and Provided further that no Owner except the Registered Owner shall have any claim for any benefit in the event that the Building Authority may permit the site coverage or the plot ratio for any building or buildings or for any part or parts of any building or buildings within the Land to exceed the permitted percentage site coverage or the permitted plot ratio, as the case may be as a result of such dedication or in the event that the Government may offer any money or grant any land as Government may offer any money or grant any land as compensation for or in exchange of such dedication.

Right to adjust the boundary of the Land

(m) The right to adjust and/or re-align the boundary of the Land and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender, extension of regrant Provided that the exercise of this right shall not unreasonably interfere with an Owner's right to hold use, occupy and enjoy the part of the Building which he owns.

Right to surrender part of the Land to Government and execute relevant documents

(n) The right to surrender to the Government the portion of areas in the Land as shown hatched and coloured blue on the Ground Floor plan annexed to this Deed and for that purpose to execute any Deed of Surrender or such documents when called upon by the Government in the name of the Registered Owner without the necessity of joining in any other Owner and without the concurrence or approval of any Owner PROVIDED THAT no owner except the Registered Owner



shall have any claim for any benefit in the event that the Building Authority may permit the site coverage or the plot ratio for any building, or for any part or parts of any building, within the Development or the Land to exceed that permitted percentage site coverage or the permitted plot ratio, as the case may be, as a result of such surrender or in the event that the Government may offer any money or grant any land as compensation for or in exchange of such surrender.

Right to assign reserved rights to the Manager

- (o) The right to specifically assign any or all of the rights reserved under this Clause 2 of this Part to the Manager who shall then have the like rights of the Registered Owner as herein reserved.

Grant to Registered Owner

3. (a) Insofar as may be necessary the Owners hereby jointly severally and irrevocably grant unto the Registered Owner the full right power and authority to do all acts deeds matters and things and to execute sign and seal and as their act and deed deliver such deed or deeds and to sign such documents and instruments as may be necessary for or incidental to the exercise of the Registered Owner's right referred to in Clause 2 of this Part, and the Owners hereby jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the above-mentioned grant;
- (b) Each assignment of undivided shares of and in the Land and the Building shall contain an Irrevocable Power of Attorney by the purchaser therein in favour of the Registered Owner and its assignee of such right or rights giving it the full right power and authority to do all acts deeds matters and things with power of substitution and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the Registered Owner's right under Clause 2 of this Part.

## PART E

### RIGHTS OF OWNER

First Purchaser's right of exclusive possession

1. The First Purchaser shall at all time hereafter subject to and with the benefit of the Government Lease have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the Registered Owner All Those Units particularized and set out in the Second Schedule hereto Together with the appurtenances thereto and the entire rents and profits thereof.

- Right to assign 2. Every Owner shall have the full right and liberty without reference to the other Owner or other person who may be interested in any other Undivided Share in any way whatsoever and without the necessity of making such other Owner or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share or interest in the Land and the Building together with the exclusive right and privilege to hold, use, occupy and enjoy such Unit but any such sale, assignment, mortgage, charge, lease or license shall be expressly subject to and with the benefit of this Deed and of any other instrument governing the same.
- Not to deal with separately from Undivided Share 3. The right to the exclusive use occupation and enjoyment of the Unit shall not be sold, assigned, mortgaged, charges, leased, licensed or otherwise dealt with separately from the Undivided Share with which the same is held Provided Always that the provisions of this Clause shall not extend to lease or tenancies the terms of which shall not exceed 10 years.
- Easement privilege and obligations 4. Each Undivided Share in the Land and the Building has the full and exclusive right and privilege to hold, use, occupy and enjoy any Unit or any part of the Building or the Land and shall be held by the person or persons from time to time entitled thereto Subject to and with the benefit of the following easements, rights, privileges and obligations And Subject to the provisions of this Deed and any covenants and restrictions herein contained :-
- Right to use common passage (a) Subject to the control of the Manager, full right and liberty for the Owner and his Agents in common with all other persons having the like right to go pass and re-pass over and along the entrances, approach roads, staircases, landings, passages, lobbies and lifts on the Land and the Building for all purposes connected with the proper use and enjoyment of the Unit owned by the Owner.
- Right to use Common Areas and Common Facilities (b) Subject to the control of the Manager, full right and liberty for the Owner and his Agents in common with all other persons having the like right to use the Common Areas and the Common Facilities for the purposes for which they are designed PROVIDED that in exercising such rights of use no Owner and his Agents shall interfere with or permit or suffer to be interfered with, the general amenities equipment or services AND PROVIDED that the Owner and his Agents shall comply with the House Rules and other regulations (if any) from time to time in force in respect of the same including but not limited to any requirement for payment of charges as reasonably determined by the Manager from time to time.
- Right to (c) The right to subjacent and lateral support from other parts of

subjacent and lateral support	the Building in which the Unit owned by the Owner is situated and the right to subjacent and lateral support from the foundations and all other parts of the Building.
Right of passage of water sewage gas and electricity	(d) The free and uninterrupted passage and running of water sewage gas and electricity or any other services from and to the Unit owned by the Owner through the sewers, drains, water-courses, cables, pipes and wire which now are or may at any time hereafter be in under or passing through the Land and the Building or any part or parts thereof for the proper use and enjoyment of the Unit owned by the Owner.
Right of the Manager or other Owner to enter for repair	(e) The right for the Manager or Owner or occupier for the time being of any Unit with or without servants, workmen and others but subject to the supervision of the Manager at all reasonable times on prior notice (except in case of emergency) to enter into and upon Unit and the Common Areas for the purposes of carrying out any work necessary for the maintenance and repair of his own Unit or its services (such work not being the responsibility of the Manager hereunder) causing as little disturbance as possible and making good any damage caused thereby.
Subject to House Rules and rights of Manager	(f) All the above easements, rights and privileges are subject to the House Rules and to the rights and powers of the Manager as provided for in Part K hereof and subject to and conditional upon the Owner for the time being paying his due share of the Management Expenses as hereinafter provided.
Shop Owner's right to advertise on external walls	5. The Owner of a Shop shall have the right to paint, erect or display advertising signs or boards (contents of which must be related with the business carried on in such Shop) on the external walls of such Shop at its own expense Provided that such Owner shall be responsible at its own expense for the subsequent maintenance and repair of the advertising signs or boards and the portions of the external walls upon which such advertising signs or boards are painted, erected or displayed and/or for damages caused by such works to the external walls of the Building.
No rights unless expressly herein provided	6. Exclusion of Rights: The Owner shall have no right to enter upon any part of the Land or the Building save as expressly herein provided.

PART F

OWNER'S COVENANTS

- |   |  |
|---|--|
| Notify Manager of any change of ownership | 1. Each Owner shall include in every Assignment by him of any Undivided Share in the Land and the Building a covenant by the purchaser to hold the Undivided Share subject to and with the benefit of this Deed and to notify the Manager in writing of any change of ownership within one month from the date of any Assignment thereof.  |
| Not to affect Management and Maintenance  | 2. No Owner shall do or permit or suffer to be done and each Owner undertakes to, failing which the Manager may, take all possible steps to prevent his agents, tenants, servants, invitees or licensees from doing any act, deed, matter or thing which in any way interferes with or affects the Management and the Maintenance of the Building as herein provided.  |
| Not to partition                          | 3. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Building or any part or portion thereof.   |
| To indemnify other Owner and Manager      | 4. Each Owner shall be responsible for and indemnify the Manager and 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 his or of any occupier of any Unit of which he is the Owner of any person using such Unit with his consent express or implied or, without limiting the generality of the foregoing, by or in any way owing to the overflow of water therefrom each Owner covenants that for the purpose of this Deed, the act, default, negligence of the Owner and his Agents shall deemed the acts default or negligence of the Owner.   |
| To make good damage                       | 5. Each Owner shall be responsible to the Manager and the other Owner for the time being for the acts and omissions of his and of all persons occupying any Unit of which he is the Owner or any person using such Unit with his consent, express or implied and to pay all costs charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of all such persons. The Manager may make good or repair such loss and damage the costs charges and expenses thereof shall be recoverable by the Manager as hereinafter provided and, should any Owner be in default of such payment, the same will become a charge upon his Undivided Share and the Manager may at the expenses of the defaulting Owner enter a Memorandum of Charge with the Land Registry. |

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| Not to use for illegal purpose     | 6. No Owner shall use or permit or suffer any Unit of which he is the owner to be used for any illegal or immoral purpose nor to cause or permit or suffer to be done any act or thing therein which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being.   |
| Not to breach Government Lease     | 7. Each Owner shall comply with the terms and conditions contained in the Government Lease so long as such Owner owns any interest in the Land and the Building and no Owner shall do or permit or suffer to be done any act or thing in contravention of the Government Lease.  |
| Not to invalidate insurance        | 8. No Owner shall do or suffer to be done any act or thing whereby any insurance on the Building or any part or parts 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 in addition to any other liability incurred thereby to pay the amount of any increase in premium caused by or on account of such breach and in the event that the Building or any part or parts thereof are damaged or destroyed and the insurance money being wholly or partially irrecoverable by reason of any breach of this clause the Owner shall pay the whole or a fair proportion of the cost of complete reinstatement. |
| Not to make structural alterations | 9. No Owner shall make any structural alterations to any Unit owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Building whether in separate or common occupation or use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas or any Common Facilities or any equipment or apparatus on in or upon the Land or the Building not being equipment or apparatus for the exclusive use and benefit of any such Owner.   |
| Not to block windows               | 10. No partitioning or grilles shall be erected or installed which do 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.  |
| To keep in good repair             | 11. Each Owner shall keep the interior of the Unit of which he is for the time being the Owner and all electrical and sanitary appliances therein and all the windows and doors thereof in good repair and condition to the satisfaction of the Manager and to maintain the same in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other Unit.   |
| Not to clog drainage               | 12. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Building may be  |

clogged or the efficient working thereof may be impaired.

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| User Restrictions                        | 13. | No Owner shall use or permit to be used any Unit or Units or any part of the Land and the Building for the purpose of a funeral parlour, coffin shop, temple or Buddhist hall or for the performance of the ceremony known as "Ta Chai (打齋)" or for any similar ceremony, or as a dance hall, night club, music hall or metal beater's shops, or as a garage for car-repairing or paint spraying, or for any offensive trade or business, or for any purpose otherwise than in accordance with the occupation permit applicable thereto. |
| To use Flat for domestic purposes only   | 14. | Each Flat on the 3 <sup>rd</sup> Floor to the 24 <sup>th</sup> Floors (including the Flat Roof, the Balcony and the Utility Platform appurtenant thereto, if any) shall be used for domestic purposes only.  |
| To use Shop for commercial purposes only | 15. | All Shops on the Ground Floor including the Open yard adjacent thereto and the 1 <sup>st</sup> Floor including the Flat Roof appurtenant thereto shall be used for commercial purposes only.   |
| No laundry in Common Area                | 16. | No clothing or other articles whatsoever shall be hung dried or otherwise exposed outside the Building or any part thereof other than in the spaces specifically provided for such purposes.   |
| No external signs                        | 17. | Except as provided in Clause 5 of Part E, no external signs, signboards, notices, advertisements, flags, banners, poles, cages or other projections or structures whatsoever extending outside the exterior of any Unit or any other part of the Land and the Building shall be erected, installed or otherwise affixed or projected therefrom.  |
| No shades etc.                           | 18. | No external shades, awnings, window guards, signs, aerials, fittings or structures shall be installed erected or used in or about the Building or any other part of the Building until such shall have been approved in writing by the Manager.  |
| Designs approved by Manager              | 19. | All window security bars, entrance doors, metal gates and kitchen balcony grilles shall be in accordance with designs approved by the Manager and shall be installed in accordance with the fixing instructions specified by the Manager.  |
| Not to install air-conditioning          | 20. | No air-conditioning units or plant may be installed upon or affixed to the Building without the approval and express prior written consent of the Registered Owner or the Manager. Any such approved air-conditioning units or plant must be installed in accordance with the installation instructions specified by the Registered Owner or the Manager.  |
| Not to alter façade                      | 21. | No Owner shall paint the outside of the Building or do or permit to be done anything which may or will in any way alter  |



the facade or exterior appearance of the Land or of the Building or any part thereof.

- No to obstruct Common Areas 22. No part of the Common Areas shall be obstructed or encumbered nor shall any refuse or 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 shall 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. The use of any part of the Common Areas by any Owner shall be subject to the approval of the Owners' Committee (or Owners' Corporation if formed).
- Disposal of rubbish 23. The disposal of rubbish shall only be carried out and the rubbish disposal areas shall be used only in the manner and subject to such rules and regulations as the Manager may from time to time determine.
- Not to throw out rubbish 24. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any Unit owned by him any refuse, rubbish, litter or other article or thing whatsoever except in the course of the proper disposal thereof and the Manager may charge and recover payment from any Owner who or whose tenants, licensees, servants or agents disregard these provisions such fees as it may specify to cover the costs of cleaning up any such refuse, rubbish, litter or other article or thing as aforesaid.
- Not to store dangerous goods 25. No Owner or occupier shall store or keep anywhere in any part of the Land or the Building any arms or ammunition or gunpowder or fireworks or any other dangerous, combustible or explosive goods or substance other than domestic kerosene, liquefied petroleum gas or other fuel in small quantities for household use.
- Not to violate building regulations 26. No Owner shall use or permit or suffer any part of the Building owned by him to be used except in accordance with any applicable building regulations or any Government ordinance and regulations or other permit, consent or requirement from time to time applicable thereto.
- No animals in Units 27. No Owner shall bring or keep in his Unit any dogs or cats or other animals whatsoever (save and except that the business of a Shop which relates to pets) Provided Always that the foregoing shall not apply to guide dogs required for blind persons which may be brought into the Building with the written consent of the Manager.
- Not to use lift for conveying 28. The lift shall not be used for the purpose of conveying goods or merchandizes to any Unit other than normal household

- goods furniture of the occupiers of the Unit.
- Not to install aerials 29. No Owner shall be entitled to connect to any aerial except with the prior written approval of the Manager and in accordance with the House Rules and regulations as the Manager may from time to time determine. No Owner shall affix or install his own private aerial outside any part of the Building without the prior written approval of the Manager
- Use of Balcony 30. The Balcony are "non-enclosed areas". No Owner shall erect or build or suffer to be erected or built on any of the Balcony of the Building any walls, windows, gates, doors, curtains, external awnings, canopies, partitions or any other structure whatsoever either of a permanent or temporary nature so that the said Balcony will be enclosed or partitioned either in whole or in part and no Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on the said Balcony any security bars, protective grilles or other similar structures and where such installation shall have been approved in writing by the Manager the same shall be erected in accordance with the conditions specified by the Manager and shall thereafter be maintained at the cost of the Owner to such standard as may from time to time be laid down by the Manager.
- Use of Roof, Flat Roof and Utility Platform 31. No Owner shall erect or build or suffer to be erected or built on any of the Roof, Flat Roof or Utility Platform of the Building any walls, windows, gates, doors, curtains, external awnings, canopies, partitions or any other structure whatsoever either of a permanent or temporary nature so that the said Roof, Flat Roof or Utility Platform will be enclosed or partitioned either in whole or in part and no Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on the said Roof, Flat Roof or Utility Platform any security bars, protective grilles or other similar structures and where such installation shall have been approved in writing by the Manager the same shall be erected in accordance with the conditions specified by the Manager and shall thereafter be maintained at the cost of the Owner to such standard as may from time to time be laid down by the Manager.
- Notification of address by non-occupant Owners 32. All Owners who do not occupy their Units must provide with the Manager with an address within Hong Kong for accepting service of process and notice under the provisions of this Deed.
- Maintenance of Slope Structures 33. (a) Each Owner shall at his own expense maintain and carry out all works in respect of any and all slopes, slope treatment works, retaining walls and other structures (collectively referred to in this Deed as "Slope



Structures”) within or outside the Land as required by the Government Lease and in accordance with “Geoguide 5 – Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended from time to time) and the Maintenance Manual(s) for the Slope Structures.

- (b) The Owners hereby jointly severally and irrevocably grant unto the Manager (which for this purpose shall include the Owners’ Committee or Owners’ Corporation, if formed) the full authority to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of the Slope Structures in compliance with the Government Lease and in accordance with the Maintenance Manual(s) and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures.
- (c) Each Owner shall be liable to pay to the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance repair and any other works as aforesaid.

## PART G

### OWNER'S LIABILITY TO PAY CHARGES

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| Management Charges | 1. The Owner shall pay to the Manager in accordance with the provisions of Part N hereof the monthly contribution to Management Charges and such other contributions as are respectively specified hereunder.   |
| Government Rent    | 2. (a) Each Owner shall be liable for the payment of the Government Rent in respect of the Land in proportion to the number of Undivided Share in the Land and the Building for the time being vested in him.<br><br>(b) Without prejudice to the Owner's ultimate liability under sub-clause (a) hereof the Manager shall have the right to pay the Government Rent on behalf of the Owner and to, either collect in advance within a reasonable time, or recover after payment, from them the amount thereof as part of the Management Charges according to the provisions of Part N hereof.<br><br>(c) Notwithstanding sub-clause (a) above, each Owner shall be |

liable for payment of the determined Government Rent in respect of his share and interest of and in the Land and the Building after the same shall have been determined by the Government in accordance with the Government Rent and Premium (Apportionment) Ordinance Cap. 125 and shall pay the same direct to the appropriate authority.

Rates and Taxes 3. All existing and future taxes rates assessments property tax and outgoings of every description for the time being payable in respect of each Unit shall be borne by the Owner of that Unit who shall pay them direct to the appropriate authority.

Water Charges 4. If any Unit in the Building has its own separate Government water meter then the water charges for the supply of water to such unit shall be paid direct to the appropriate authority by the Owner thereof but if two or more Units in the Building share the same government water meter then the water charges for the supply of water to such group of Units shall be shared and paid direct to the appropriate authority by the Owners thereof in proportion to the gross floor area of such Units for the time being owned by such Owners.

Interior Repair 5. The expenses of keeping in good repair the interior of each Unit and the doors and windows thereof and all the fixtures and fittings, plumbing, electrical and other installations and all the furniture therein shall be borne by the Owner of that Unit.

## PART H

### MANAGEMENT COMMITTEE

Functions of Management Committee 1. The members of the Management Committee elected in accordance with the provisions hereof shall be the Management Committee which shall have the following functions :-

- (a) to represent all the Owners in all dealings with the Manager.
- (b) to discuss matters relating to the Land and the Building.
- (c) to give notice of dismissal or termination of the appointment of the Manager pursuant to a resolution of the Owners passed in accordance with the provisions hereof.
- (d) to appoint a new Manager to undertake the Management of the Land and the Building and to enter into such service or management contract for such purpose on such terms and conditions and for such period as the Management

Committee in its absolute discretion deems fit.

- Number of Members
2. The Management Committee shall consist of not less than three (3) and not more than five (5) persons and the tenants' representative (if any) appointed under Section 15(1) of the Ordinance.
- Election of Management Committee
3. The following persons shall be eligible for election to the Management Committee :-
- (a) Any Owner (including any one of two or more co-owners) and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Management Committee (or if none shall have been appointed, to the Manager) and may be revoked at any time on notice in writing given to the Management Committee or the Manager, as the case may be;
  - (b) The spouse of any Owner duly authorized in writing by such Owner provided that such spouse resides in the Building;
  - (c) A mortgagee or chargee or a duly authorized agent of the mortgagee or chargee of Undivided Share after the mortgagee or chargee shall have entered into possession or has foreclosed;  
Provided that no person shall be appointed, or be deemed to be appointed, as a member of a Management Committee who:-
    - i) has been declared bankrupt;
    - ii) has entered into composition with his creditors;
    - iii) has at any time been sentenced to imprisonment for 3 months or more.
4. A member of the Management Committee shall hold office until a new Management Committee is appointed and assumes office at the second annual general meeting of the Owners' Corporation Provided That he shall nevertheless cease to be a member of the Management Committee if he :-
- (a) becomes disqualified for appointment as a member of a Management Committee under Clause 3 of this Part;
  - (b) becomes incapacitated by physical or mental illness;
  - (c) absents himself from 3 or more consecutive meetings of the Management Committee without the consent of the

Management Committee;

- (d) resigns his office, by notice in writing delivered to the secretary of the Management Committee;
  - (e) in the case of a person deemed to be appointed under Section 15 (1) of the Ordinance in his capacity as the tenants' representative, ceases to be an occupier of a Unit;
  - (f) ceases to be an Owner, if appointed in his capacity as an Owner, or ceases to be qualified to be a member according to this Deed, as the case may be; or
  - (g) is removed from office by resolution of the Owners' Corporation (if formed).
5. (a) At the second annual general meeting of an Owners' Corporation convened in accordance with paragraph 1(1)(b) of the Third Schedule of the Ordinance and thereafter at every alternate annual general meeting, all members of the Management Committee, other than the member (if any) deemed to be appointed under Section 15(1) of the Ordinance in his capacity as the tenants' representative, shall retire from office.
- (b) At an annual general meeting of an Owners' Corporation at which the Management Committee retires under sub-clause (a) the Owners' Corporation shall, in accordance with the Ordinance, appoint:-
- i) a new Management Committee which shall include the tenants' representative (if any) appointed under Section 15(1) of the Ordinance;
  - ii) a chairman of the Management Committee;
  - iii) a vice-chairman of the Management Committee if that office (howsoever named) is specified in this Deed (if any);
  - iv) a secretary of the Management Committee, if the office of secretary of the Management Committee is vacant; and
  - v) a treasurer of the Management Committee, if the office of treasurer of the Management Committee is vacant;

and may, at such annual general meeting, appoint (in addition to the holders of the offices referred to in sub-clause (b) ii), iii), iv) and v) one or more members of the Management Committee to hold such other offices as may be specified in this Deed (if any) and which the Owners' Corporation determines to be necessary in respect of the

control, management and administration of the Land and the Building.

- (c) Members of the Management Committee who retire under sub-clause (a) shall be eligible for re-appointment under sub-clause (b).
6. A member of a Management Committee who ceases to be a member of the committee under Clause 4 of this Part or retires from office under Clause 5(a) of this Part and does not seek re-appointment to the committee shall, within 14 days of his ceasing to be a member or of his retirement, as the case may be, hand over to the secretary or, if the secretary is not readily available, any other member of the Management Committee any books or records of account, papers, documents and other records in respect of the control, management and administration of the Land and the Building together with any movable property belonging to the corporation that are under his control or in his control or in his custody or possession.
7. (a) Subject to sub-clauses (b) and (c), a casual vacancy occurring in a management committee may be filled by the Management Committee.
- (b) A casual vacancy caused by the tenants' representative ceasing to be a member of the Management Committee for whatever reason may be filled by the approved association (within the meaning of Section 15(2) of the Ordinance) appointing a new tenants' representative under Section 15(1) of the Ordinance.
  - (c) If a casual vacancy occurs in the office of the chairman or vice-chairman (if any) of a Management Committee-
    - i) the Owners' Corporation may, by a resolution passed at a general meeting of the Owners' Corporation convened by the Management Committee for that purpose under paragraph 1(1)(c) of the Third Schedule of the Ordinance, appoint an Owner to fill the vacancy till the next annual general meeting of the Owners' Corporation; or
    - ii) in the case where no general meeting of the Owners' Corporation has been so convened, the members of the Management Committee may instead appoint from amongst themselves an owner to act as chairman or vice-chairman, as the case may be till the next annual general meeting of the Owners' Corporation.
  - (d) If a casual vacancy occurs any other office of a Management Committee, the Management Committee may appoint an

Owner or any other person to fill the vacancy till the next annual general meeting.

## PART I

### COMPOSITION OF MANAGEMENT COMMITTEE

Appointment  
of officers of  
Management  
Committee

1. Subject to Clause 2 of this Part, the Owners may, at a meeting of Owners provided in Part O,
  - (a) appoint from amongst themselves the members of the Management Committee;
  - (b) appoint a chairman of the Management Committee, being one of the persons appointed as a member of the Management Committee;
  - (c) appoint a vice-chairman of the Management Committee if that office (howsoever named) is specified in this Deed (if any), being one of the persons appointed as a member of the Management Committee;
  - (d) appoint a secretary of the Management Committee who may, but need not be, one of the persons appointed as a member of the Management Committee;
  - (e) appoint a treasurer of the Management Committee who may, but need not be, one of the persons appointed as a member of the Management Committee,

and may, at such meeting, appoint (in addition to the holders of the offices referred to in sub-clauses (b), (c), (d) and (e)) one or more members of the Management Committee to hold such other offices as may be specified in this Deed (if any) and which the Owners determine to be necessary in respect of the control, management and administration of the Land and the Building.

2. The tenants' representative appointed under Section 15(1) of the Ordinance shall be deemed to be appointed by the Owners as a member of the Management Committee.

## PART J

### APPOINTMENT OF MANAGER

Term of Appointment 1. The First Manager shall be and is hereby appointed and accepted as Manager to manage the Land and the Building (subject as hereinafter provided) for an initial period of two years from the Permit Date and shall continue subject to Clauses 1 and 2 of Part L of this Deed until terminated (i) by the First Manager by giving three months' notice in writing to the Owners' Committee or the Management Committee (or the Owners' Corporation if formed) or (ii) by the Owners' Committee or the Management Committee (or the Owners' Corporation if formed) by giving three month's notice in writing to the First Manager after the Owners of all not less than 50% of all the Undivided Shares (excluding the undivided shares allocated to the Common Areas) shall have resolved so to do.

Manager as Attorney 2. Each Owner hereby further appoints the Manager irrevocably as Attorney (i) to enforce the provisions of this Deed and each Owner hereby covenants not to enforce the terms of this Deed otherwise than through the Manager except in the case of a default by the Manager of its duties hereunder and (ii) in respect of any matters concerning the Common Areas and Common Facilities and all matters authorized in accordance with the provisions of this Deed.

## PART K

### POWERS AND DUTIES OF MANAGER

Powers of the Manager 1. Except as otherwise expressly provided by these presents, the Manager shall be responsible for and shall have the full and unrestricted authority to do all such acts and things as may be necessary or requisite for or in connection with the Land and the Building or any part or parts of the same and the management thereof including in particular but without in any way limiting the generality of the foregoing Provided that the Manager's rights and duties to manage the Land and the Building shall not include effecting any improvements to facilities or services which involves expenditure in excess of 10% of the current annual management budget except with the prior approval of the Owners' Committee or the Owners' Corporation if formed:-

To maintain (a) To put in hand and ensure the satisfactory completion of work necessary to maintain any and every part of the Land and the Building so as to ensure that the same are maintained in good, clean and safe condition at all time and if the Manager in its absolute discretion sees fit to employ independent contractors to carry out the work as



aforesaid including in particular but without in any way limiting the generality of the foregoing.

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| To ensure maintenance by Owner  | (b) | To ensure that the Owner or occupiers of each Unit or any part thereof maintain the said Unit in a satisfactory manner and if there be any default on the part of any such Owner 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 occupiers.  |
| To upkeep Common Areas          | (c) | To paint white-wash tile or otherwise treat as may be appropriate the Common Areas and the exterior (including all the external walls) of the Building at such intervals as the same may reasonably be required to be done and in any event if so required by any Government Department and keep the same in a clean sanitary and tidy condition.   |
| To replace glass                | (d) | To replace any glass in the Common Areas that may be broken.  |
| To repair lighting              | (e) | To keep in good order and repair the lighting of the Common Areas.  |
| To repair ventilation           | (f) | To keep in good order and repair the ventilation of those part or parts of the Common Areas that are enclosed.  |
| To prevent contravention        | (g) | To prevent any person including an Owner from occupying or using any of the Common Areas or any part thereof in contravention of the provisions of this Deed or the House Rules and without the written permission of the Manager or if such permission has been given, after the expiration or withdrawal of the same.   |
| To prevent obstruction          | (h) | To prevent the obstruction of any of the Common Areas or any part thereof and to remove any article or thing causing the obstruction.   |
| To clear drains and sewers etc. | (i) | To keep all the common sewers, drains, watercourses and pipes free and clear from obstruction.  |
| To upkeep Common Facilities     | (j) | To keep all Common Facilities in good order and repair including all plant, machinery and equipment including but without limiting the generality of the foregoing, all lighting equipment, heating or cooling systems (if any), water systems, public address system (if any), fire fighting equipment, sprinkler systems, lifts and lift shafts in the Building and, in the case of lifts, in accordance with any laws and regulations applicable thereto and whenever necessary or convenient at the Manager's discretion to enter into contracts with third parties for the |



maintenance of any plant, machinery or equipment.

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| To maintain fire fighting equipment | (k) | To maintain such fire fighting equipment and fire alarms and other fire services installations as the Manager may in its absolute discretion deem necessary, to comply with all requirements of the Fire Services department and, so far as may be possible, to maintain the Building safe from fire hazards at all times.  |
| To provide security force           | (l) | To provide such security force, watchmen and caretakers and to provide and maintain such burglar alarms and other security installations as the Manager may in its absolute discretion deem necessary and, so far as may be possible, to maintain security in the Building at all times.  |
| To maintain aerials                 | (m) | To maintain and operate or contract for the maintenance and operation of the wireless and/or television aerials (if any) which serves the Building.   |
| To remove refuse                    | (n) | To remove all refuse from all parts of the Building and arrange for its disposal at regular intervals and to maintain either on or off the Building refuse collection facilities and to charge an additional refuse disposal fee, as it deems reasonable, for bulky and/or excessive refuse disposed by any Owner, his tenants, servants, agents, invitees and licensees.   |
| To provide festive decorations      | (o) | To provide such Chinese New Year, Christmas and other festive decorations for the Building as the Manager shall in its sole discretion consider desirable.  |
| To remove Structures                | (p) | To remove any structure, installation, signboard, sunshade, bracket, fitting or other things in or on the Building or other parts which have been erected in contravention of the provisions of this Deed or the House Rules and without the written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same or at any time thereafter) and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused. |
| To prevent damage to drains etc.    | (q) | To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Land or the Building onto any part of any public roads or any road-culverts, sewer, drains, nullahs or other Government property and to ensure that no damage is done to any Government property 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.

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| To remedy breach                              | (r) | To take action to remedy any breach by any Owner or other person whatsoever of any provisions of the Government Lease.   |
| To prevent damage to Building                 | (s) | To prevent any person including an Owner detrimentally altering or damaging any part or parts of the Building or any part thereof, or any of the equipment, apparatus, service facilities thereof.   |
| To comply with statutory requirement          | (t) | To take all steps necessary or expedient for complying with any statutory or governmental requirements concerning or relating to the Land and the Building for which no Owner, tenant or occupier of the Building is solely and directly responsible.  |
| To appoint solicitors                         | (u) | To appoint solicitors with authority to accept service on behalf of all the Owner of all legal proceedings relating to the Land and the Building or any part thereof.  |
| To represent Owner in dealing with Government | (v) | To have the sole right to represent the Owner in all matter and dealings with Government or any statutory body or any utility body or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Building as a whole, their equipment, apparatus, services and facilities and the management thereof with power to bind all Owner as to any policy adopted or decision reached or action taken in relation to any such matters and/or dealings. |
| To conduct proceedings                        | (w) | To commence, conduct, carry on and defend in the name of the Manager legal and other proceedings touching or concerning the Land, the Building or the management thereof.  |
| To enforce provision of this Deed             | (x) | To enforce the due observance and performance by the Owner or any occupier of any part or parts of the Building of the terms and conditions of this Deed and the House Rules made hereunder and to take action including but without limiting to the commencement and conduct and defence of legal proceedings and the registration and enforcement of charges as hereinafter mentioned.   |
| To discontinue services                       | (y) | To discontinue (without liability for any consequential loss to anybody) to provide management services to any Owner who defaults in payment of any amounts due under the provision of this Deed or otherwise fails to   |

observe and perform any of the terms and conditions herein contained upon giving 7 days' notice to such Owner Provided that no interruption of supply of electricity, water, gas or other utilities which are provided by public utility companies to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.

To post name of defaulting Owner

(z) To post the name of any Owner who are 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 Building.

To insure Common Areas and Common Facilities

(aa) To insure and keep insured the Common Areas and the Common Facilities against loss or damage by fire and such other risks or perils as are deemed necessary by the Manager and to effect public and occupiers' liability insurance and employer's liability in respect of employees employed within or exclusively in connection with the management of the Land and the Building in such amounts as the Manager may think fit, such insurance to be in the name of the Manager for and on behalf of itself as Manager and all Owners according to their respective interests and to pay all premia required to keep such insurance policies in force.

To engage professional advisers and watchmen

(bb) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers, attendants and such other staff as the Manager may in its absolute discretion deem necessary to enable it to comply with its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor Provided that the Manager shall not transfer or assign his rights or obligations under this Deed to any such persons: such persons must remain answerable to the Manager. The Manager shall at all times be responsible for the management and control of the Land and the Building.

To register Charges

(cc) To demand collect and receive all amounts payable by Owners under the provisions of this Deed and the same shall become a charge upon the Undivided Share of the Owners until payment and the Manager may at the expenses of the defaulting Owner enter a Memorandum of the Charge with the Land Registry.

To pay Management Expenses	(dd)	To pay and discharge out of all monies so collected all outgoings relating to the management of the Building or incurred by the Manager hereunder.
Special Fund	(ee)	To maintain the Special Fund under Clause 13 of this Part and under Clause 2 of Part N.
To keep proper account	(ff)	To keep proper accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as hereinafter provided for the inspection of the accounts by any Owner and the taking copies thereof on payment of reasonable copying charges upon reasonable notice to the Manager.
To grant franchise	(gg)	To grant franchises, leases, tenancy agreements and licenses to other persons to use such of the Common Areas and on such terms and conditions as the Manager shall in its absolute discretion think fit. Any consideration received therefor shall be credited to the management account for the benefit of all Owners.
To grant easements or licenses	(hh)	To grant such easements quasi-easements rights on such terms and conditions as the Manager shall in its absolute discretion consider necessary to ensure the efficient management of the Land and the Building.
To grant right of way	(ii)	To grant rights of way or access or use to owners or occupiers of premises adjoining the Land and the Building in respect of the Common Areas and on behalf of the Owner to obtain a grant of similar rights in respect of such adjoining premises.
To deal with complaints	(jj)	To deal with all enquiries, complaints, reports and correspondences relating to the Land and/or the Building as a whole.
Incidental powers	(kk)	To do all things which the Manager shall in its discretion deem necessary or desirable for the management of the Land and the Building or for the purposes of maintaining and improving all facilities and services in or on the Building for the better enjoyment or use of the Land and the Building by the Owners occupiers and their licensees.
To install aerials	(ll)	The Manager shall be entitled to install or contract for the installation of one or more wireless and/or television aerials serving the Building as a whole or any part or parts thereof and to maintain and operate or contract for the maintenance and operation of the same.
To act as	(mm)	To act as attorney for and on behalf of all the Owners in

- Attorney respect of any matter concerning the Common Areas and Common Facilities and all matters duly authorized in accordance with the provisions of this Deed.
- Right to enter into Unit 2. The Manager shall have the full right and privilege with or without agents surveyors workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon each Unit for the purposes of rebuilding, repairing, removing, maintaining, cleaning, painting or decorating the Land or the Building or any part or parts thereof of any sewers, drains, watercourses, cables, pipes, wires or services therein or any other apparatus and equipment used or installed for the benefit of the Land and the Building or any part thereof as part of amenities thereof and not by any individual Owner for his own purposes or enjoyment Provided that the Manager shall cause as little disturbance as possible when carrying out such work and shall make good any damages caused by the negligent, wilful or criminal acts of the Manager, its staff, contractor or agent;
- Control of Common Areas and Facilities 3. All Common Areas and Facilities shall be under the exclusive control of the Manager and no Owner shall have the right to enter into, alter, connect to or in any other way interfere with or affect the working of the same without the previous written consent of the Manager.
- House Rules 4. The Manager shall have the power from time to time (with the approval of the Owners' Committee or the Owners' Corporation if formed) to make, revoke and amend rules regulating the use occupation and maintenance of the Land and the Building and any of the structures, facilities, services and amenities respectively thereof and the conduct of persons occupying using or visiting the same ("the House Rules") but such House Rules must not be inconsistent with this Deed. A copy of the House Rules from time to time in force shall be posted on the public notice board in the Building and a copy thereof shall be supplied to each Owner on request upon payment of a reasonable charge to cover the cost of copying the same. The House Rules shall be binding on all Owners and his Agents and may be enforced as herein provided.
- Manager's decision to be binding 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.

To make  
Chinese  
Translation of  
this Deed

6. Within 3 months of the execution of this Deed, the Manager shall at the cost of the Registered Owner cause a direct translation or summary in Chinese of this Deed to be made and shall ensure that it is available for inspection and the taking of copies by the Owners at the management office in the Building at the Owners' expense. In the event of a dispute as to the effect of the Chinese translation and the English documents, the English version is to prevail.

To prepare  
books and  
accounts

7. (1) The Manager shall keep separate management accounts and budgets for each residential and commercial part. The Owners of the residential parts and of the commercial parts will be responsible for the management and maintenance costs of their respective parts (e.g. Owners of commercial Units will alone be responsible for commercial Common Areas). All Owners will, however, be equally liable for estate Common Areas.

(2) 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 records for at least 6 years.

(3) Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure in respect of that period and shall display a copy of it in a prominent place in the Building.

(4) Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year.

(5) Each income and expenditure account and balance sheet shall include details of the Special Fund required under clause 13 of this Part 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 :-

(a) permit any owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and

(b) on payment of a reasonable copying charge, supply any owner with a copy of any record or document requested by him.

(7) If there is a corporation incorporated under the Ordinance



and the 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.

(8) The financial year may not be changed more than once in every 5 years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

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|---|---|
| To hand over documents upon termination | 8. Upon resignation or termination of service of any Manager the outgoing Manager shall hand over to the Owners or the Owners' Committee, if any, all documents, records, plans and management accounts relating to the Land and the Building and the management account shall be audited by an independent auditor. The Owners' Committee or the Owners shall have the right to choose such independent auditor.   |
| To keep plan showing Common Areas       | 9. The Manager shall make available for inspection by the Owners during normal office hours a plan or plans (which shall be certified accurate by or on behalf of an Authorized Person prepared by the Registered Owner) of the Land and the Building with all the Common Areas shown thereon at the Management office of the Building.   |
| Not to make structural alterations      | 10. The Manager shall not make any structural alterations to any part of the Unit or the Building or part thereof which may damage or affect or interfere with the use and enjoyment by the other Owners of any other part or parts of the Building whether or not in separate or common occupation.  |
| Contracts entered by the Manager        | 11. (1) The Manager shall not, in any financial year, enter into any contract that involves an average annual expenditure of more than 20% of the budget or revised budget, as the case may be, for that financial year or of such greater amount as the Secretary for Home Affairs may specify by notice in the Gazette unless the contract complies with such standards and guidelines as may be specified in a Code of Practice referred to in Section 20A(3) of the Ordinance relating to procurement and tender procedures.<br><br>(2) Nothing in sub-clause (1) above shall disqualify the Manager of its holding or subsidiary or associated company or companies from tendering for such contracts. |
| Manager to maintain bank account        | 12. (1) The Manager shall maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Building.<br><br>(2) Subject to the following sub-clause (3) and (4), the Manager   |

shall without delay pay all money received by him in respect of the management of the Building into the account maintained under sub-clause (1) above.

- (3) Subject to the following sub-clause (4), the Manager may, out of money received by him in respect of the management of the Building, 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).
- (4) The retention of a reasonable amount of money under sub-clause (3) above 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).
- (5) Any reference in this clause to an account is a reference to an account opened with a bank granted a license under the Banking Ordinance (Cap. 155), the title of which refers to the management of the Building.

To maintain  
Special Fund

13. (1) The Manager shall establish and maintain a Special Fund to provide for expenditure of a kind not expected by him to be incurred annually.
- (2) If there is a 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.
- (3) The Manager shall maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund for the Building, and shall use that account exclusively for the purpose referred to in sub-clause (1) above.
- (4) The Manager shall without delay pay all money received by him in respect of the special fund into the account maintained under sub-clause (3) above.
- (5) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (or the Owners' Corporation if formed).

To hold

14. The Manager shall hold the Common Areas and the



Undivided Shares of Common Areas as trustee for all Owners

Undivided Shares allocated to the Common Areas as trustee for all Owners, free of costs or consideration. The Manager shall assign the Undivided Shares allocated to the Common Areas free of costs or consideration to its successor as Manager on termination of its appointment, or to the Owners' Corporation (when formed), if so required by it.

## PART L

### RESIGNATION OF MANAGER AND APPOINTMENT OF SUBSEQUENT MANAGER

Resignation of the Manager

1. (1) No resignation of the Manager shall take effect unless he has previously given not less than 3 months' notice in writing of his intention to resign :-
  - (a) by sending such a notice to the Owners' Committee; or
  - (b) where there is no Owners' Committee, by serving such a notice on each of the Owners and by displaying such a notice in a prominent place in the Building.
- (2) Service of a notice on an Owner under this clause may be effected :-
  - (a) personally upon the Owner; or
  - (b) by post addressed to the Owner at his last known address; or
  - (c) by leaving the notice at the Owner's unit or depositing the notice in his letter box.

Termination of the Manager's appointment by the Owners' Committee or the Owners' Corporation

2. (1) Subject to the following sub-clauses (5) and (6), at a general meeting convened for the purpose the Owners' Committee or the Owners' Corporation may, by a resolution of the Owners of not less than 50% of all Undivided Shares (excluding the Undivided Shares allocated to the Common Areas), terminate by notice the Manager's appointment without compensation.
- (2) A resolution under sub-clause (1) above shall have effect only if :-
  - (a) the notice of termination of appointment is in writing;
  - (b) provision is made in the resolution for a period of not less than 3 months notice or, in lieu of notice, provision

is made for an agreement to be made with the Manager for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period;

(c) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and

(d) the notice and the copy of the resolution is served upon the Manager not more than 14 days after the date of the meeting.

(3) Service of the notice and the copy of the resolution required to be served under sub-clause (2)(d) above may be effected :-

(a) personally upon the Manager; or

(b) by post addressed to the Manager at his last known address; or

(c) by leaving the notice at the address of the registered office of the Owners' Corporation.

(4) This clause operates without prejudice to any other power there may be to terminate the Manager's appointment.

(5) The Manager's appointment may not be terminated under this clause:-

(a) if, within the previous 3 years, the appointment of a previous Manager was terminated under this clause; or

(b) if the Manager was appointed by the Owners' Corporation under the following sub-clause (7)(b).

(6) For the purposes of sub-clause (1):-

(a) only the Owners of Undivided Shares who pay or who are liable to pay the Management Expenses relating those Undivided Shares shall be entitled to vote;

(b) the reference in sub-clause (1) to "the Owners of not less than 50% of all Undivided Shares" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares who are entitled to vote.

(7) If a notice to terminate a Manager's appointment is given under this clause :-

(a) no appointment of a new Manager shall take effect

unless the appointment is approved by a resolution of the Owners' Committee (if any); and

(b) if no such appointment is approved under sub-clause (a) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

(8) 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 Building, and the Owners' Corporation has appointed a Manager under sub-clause (7)(b) above, 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.

(9) This clause is subject to any notice relating to the Building that may be published by the Secretary for Home Affairs under Section 34E(4) of the Ordinance but does not apply to any single Manager referred to in that section.

Manager ceasing to act

3. If at any time for any reason whatsoever the appointment of the Manager shall be determined or the Manager shall cease to act as Manager of the Land and the Building, the Owners' Committee (or the Owners' Corporation if formed) shall by resolution appoint a subsequent Manager to undertake the management of the Land and the Building for such period, at such remuneration and subject to such terms and conditions as the Owners' Committee (or the Owners' Corporation if formed) may think fit.

4. Any appointment made pursuant hereto shall be notified to the Owners in writing and shall be binding on all Owners for the time being of Undivided Shares in the Land and the Building.

5. On the appointment of any subsequent Manager, the members from time to time of the Owners' Committee (or the Owners' Corporation if formed) shall on behalf of all Owners enter into a Management Agreement with such subsequent Manager defining the rights duties and obligations and specifying the remuneration of such subsequent Manager and each Owner hereby irrevocably appoints such members its attorney for this purpose.

Obligation after the Manager's

6. If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends :-

appointment ends

(a) prepare :-

(i) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ended; and

(ii) a balance sheet as at the date his appointment ended, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and

(b) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of account, papers, documents and other records in respect of the control, management and administration of the Land and the Building that are under his control or in his custody or possession.

PART M  
EXCLUSIONS

Exclusions

1. The Manager shall not (save for the acts or omissions involving criminal liability, dishonesty or negligence on the part of the Manager its servants agents or workmen) be liable to any Owner or any other person whomsoever :-

(a) in respect of any loss or damage to person or property sustained by any Owner or any other person caused by or through or in any way owing to :

Common  
Facilities

(i) any defect in, or failure or breakdown of any of the Common Facilities for any reason whatsoever, or

Utilities

(ii) any failure malfunction or suspension of the supply of water, electricity, gas or other utility or service to the Building for any reason, or

Fire

(iii) fire, or

Over-flow of  
water

(iv) the overflow or leakage of water from anywhere within the Building or the influx of rain water or sea water into the Building, or

Pest and Vermin

(v) the activity of termites, roaches, rats, mice or other pests or vermin in the Building.

Security (b) for the security or safekeeping of the Building or any part thereof or any person or contents therein nor shall the Management Charges or any other charges or monies payable under this Deed or any part thereof abate or cease to be payable on account thereof.

Indemnity to Manager 2. The Owners shall fully and effectually indemnify the Manager and all such persons aforesaid from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with :-

(a) the management of the Land and the Building; or

(b) the maintenance of the Slope Structures; or

(c) the control and maintenance of the Common Facilities; or any act, deed, matter or thing done or omitted as referred to in Part K above and all costs and expenses in connection therewith and not involving criminal liability, dishonesty or negligence on the part of the Manager its servants agents or workmen.

## PART N

### MANAGEMENT CHARGES

Costs to be borne by the Owners 1. (i) Each Owner shall pay to the Manager commencing from the date of this Deed at the sole discretion of the Manager a monthly contribution and such other contributions as may be necessary from time to time as provided in this part for the costs, expenses and outgoings incurred in relation to the Management and Maintenance of the Land and the Building or any part thereof. Such costs, expenses and outgoings shall include but without limiting the generality of the foregoing the following :-

(a) Government Rent of the Land (subject to the provisions in Clause 2 of Part G hereof);

(b) The premia payable for the insurance as provided in Clause 1(aa) of Part K;

(c) Charges for the supply and consumption of water, electricity and other utilities to, in and for, and any similar charges in connection with the Land and the Building as a whole and not being in respect of use or consumption of the same in any particular part thereof enjoyed by one or some Owners to the

exclusion of the other Owners;

- (d) The costs of repairing, maintaining, cleaning, painting and decorating the Land and the Building or any part or parts thereof;
- (e) The costs of repairing, maintaining, cleaning, painting and decorating the Common Areas and of replacing broken glass in any doors or windows therein;
- (f) The costs of cleaning and lighting the Common Areas;
- (g) The costs of repairing, maintaining and keeping in good working condition the Common Facilities and of providing access to repair the transformer;
- (h) The costs of operating and maintenance of the Common Facilities;
- (i) Remuneration for accountants, caretakers, security guards, watchmen, cleansers, attendants and such other staff as may be required for the Management and Maintenance of the Land and the Building;
- (j) The cost of refuse disposal from the spots in the Land and the Building designated from time to time by the Manager;
- (k) Such legal or other fees and costs which may be incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;
- (l) The costs of preparing a set of annual accounts for the Owners and of having the same properly audited by an independent Chartered or Certified Public Accountant in accordance with the provisions hereof;
- (m) The Manager's Remuneration (expressed as a monthly amount) shall be the sum equivalent to 5% of the Management Expenses which shall exclude:-
  - (aa) the Manager's Remuneration itself; and
  - (bb) any Capital Expenditure provided that the Owners' Committee (or the Owners' Corporation if formed) may be empowered to decide to include, at its own discretion, any Capital Expenditure for calculating the Manager's Remuneration.



The Manager's Remuneration shall be subject to review by resolution meetings of owners, the Owners' Committee or the Owners' Corporation if formed.

The Manager's Remuneration shall be paid by the Owners monthly in advance on the first day of every month by reference to the total budgeted Management Expenses with adjustment to be made at the end of each financial year when the total Management Expenses are ascertained;

- (n) Any other costs, charges and expenses incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;
- (o) Any other items of expenditure which are considered to be necessary for the Management and Maintenance of the Land and the Building;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital or non-recurring nature for the initial establishment of the management office, meeting contingent expenses, the replacement of installations, systems, equipment and apparatus within the

Common Areas and Common Facilities which shall be payable out of the Special Fund hereinafter mentioned Provided that for the purpose of calculating the Manager's Remuneration, the Owners' Committee or the Owners' Corporation if formed may, at its discretion, decide to include any capital expenditure (which term shall mean expenditure of a kind not incurred annually) in the Management Expenses.

Determination of total amount of Management Expenses

- (ii) (1) Subject to the following sub-clauses (3), (5), (6) and (8), the total amount of Management Expenses payable by the Owners during any period of 12 months adopted by the Manager of the Building as the financial year in respect of the Management of the Building shall be the total proposed expenditure during that year as specified by the Manager in accordance with the following sub-clause (2).
- (2) In respect of each financial year, the Manager shall :-
  - (a) prepare a draft budget setting out the proposed expenditure during the financial year;

- (b) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Building;
  - (c) send or display, as the case may be, with the copy of the draft budget a notice inviting each owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;
  - (d) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;
  - (e) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Building.
- (3) Where, in respect of a financial year, the Manager has not complied with sub-clause (2) above before the start of that financial year, the total amount of the Management Expenses for that year shall :-
- (a) until he has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;
  - (b) When he was so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (4) Where a budget has been sent or displayed in accordance with sub-clause (2)(e) above and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of sub-clause (2) above.
- (5) Where a revised budget is sent or displayed in accordance with sub-clause (4) above the total amount of the Management Expenses for that

financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

- (6) If there is an Owners' Corporation and, within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clauses (2) or (4) above, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of Management Expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clauses (2) or (4) above and is not so rejected under this sub-clause, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (7) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (8) For the purposes of this clause, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

- Special Fund
2. (a) Each Owner shall pay to the Manager in respect of each unit owned by him such sum as shall be decided by the Owners at the Owners' general meeting to form the Special Fund as aforesaid which contribution shall be non-refundable and shall only be used or expended by the Manager for the costs, charges and expenses of a capital or non-recurring nature for the initial establishment of the management office (including all facilities ancillary thereof) and thereafter for the repair and maintenance thereof, meeting contingent expenses for the management and maintenance of the Land and the Building, the replacement of installations, systems, equipment and apparatus within the Common Areas and Common Facilities. The Special Fund shall be a trust fund managed by the Manager and all sums therein shall be the property of the Owners. The Special Fund shall be interest bearing and special reference shall be made to

such fund in the annual accounts and an estimate shall be given as to the time of any likely need to draw on such fund. The amount of contribution by each Owner to the Special Fund may be varied by the Owners at the Owners' general meeting for the ensuing year.

- (b) During the first year each Owner shall pay to the Manager in respect of each unit owned by him a sum equivalent to two months' contributions to Management Charges payable by him under this Deed in respect of each unit owned by him as his contributions to the Special Fund which contributions shall not be refundable and shall only be used by the Manager as aforesaid.
3. Where any consent or approval is required from the Manager by any Owner pursuant to the terms of this Deed any sum imposed by the Manager as a consideration for the granting of such consent or approval shall be held by the Manager for the benefit of the Owners and paid into the Management Funds. The Manager shall be entitled to charge and retain a reasonable administration fee for processing such consent or approval.
4. (a) The amount of the monthly contribution to Management Charges payable by each Owner as aforesaid shall be specified by the Manager from time to time by notice in writing and until otherwise notified to him by the Manager shall be the amounts as set out in the Third Schedule hereto Provided That in the event that the total monthly contribution to Management Charges receivable by the Manager hereunder shall be insufficient or shall in the reasonable opinion of the Manager (as justified by and shown in the budgets to be prepared by the Manager pursuant to the provisions herein) be insufficient to meet the costs expenses and outgoings for the Maintenance and Management of the Land and the Building, the Manager shall have the power from time to time by notice in writing to increase the said monthly contribution payable by the Owners in order to make up the shortfall or the estimated shortfall each such increase in relation to an Owner to be in proportion to the monthly contribution to Management Charges payable hereunder by such Owner as herein before provided and the same shall be due and payable by the Owners upon receipt of such written notice.
- (b) Without prejudice to the power of the Manager to increase the monthly contribution payable by the Owner under sub-clause (a) above, if the total contributions received as aforesaid by the Manager shall be insufficient to meet the costs expenses and outgoings for the maintenance and

Management of Land and the Building, then such deficiency shall be contributed by the Owners in proportion to their respective monthly contribution to Management Charges payable under sub-clause (a) above and shall be payable to the Manager upon demand in writing.

(c) The monthly contribution to Management Charges mentioned herein before shall be payable by each Owner monthly in advance on the 1st day of each month and the contribution to the Special Fund shall be made at such time or times as may be determined by the Manager and notified to such Owner, regardless in each case whether or not his Unit is vacant or occupied and whether it has been let or leased to a tenant or is occupied by the Owner himself or any other person.

(d) The Registered Owner shall be liable to pay the initial contribution to the Special Fund, the management deposit, debris removal or decoration charges if it remains the Owner of those Undivided Shares allocated to Units in that part of the Building the construction of which has been completed and which remain unsold 3 months after (i) the execution of this Deed or (ii) the date when it is in a position validly to assign those Undivided Shares (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later.

(e) The Manager shall on or before the first day of each calendar month render to each of the Owners by sending to his Unit either by post or by hand a written notification showing the amount of the monthly contribution to Management Charges payable by each Owner or by leaving the written notification in the letter box of the Unit provided always that the omission of any such notice shall not prejudice the power of the Manager under Clause 8 of this Part.

Manager to  
keep accounts

5. (a) The Manager shall prepare an annual budget showing the estimated Management Expenses and Manager's Remuneration for the ensuing financial year for the purpose of ascertaining the estimated contributions payable by the Owners for that year and such budgets except the first are to be prepared by the Manager in consultation with the Owners' Committee.

(b) The "financial year" shall, for the purposes of the annual budget(s), commence from the Permit Date and will in the first instance run until the 31st December in that year but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of

December of each year Provided Always the financial year may be changed but only once in every five years except with the prior approval of the Owners' Committee.

- (c) All monies collected by the Manager in the exercise of its powers and duties hereunder (save and except sufficient petty cash which must be approved from time to time by the Owners' Committee for day to day requirements) shall be paid into a separate bank account or accounts bearing interest unless otherwise authorized by the Owners' Committee held in the name of the Manager in trust for the Owners.
- (d) The Manager shall keep true and proper accounts of all monies received in the exercise of its powers and duties hereunder and all expenditure thereof which accounts shall show the apportionment of the Management Expenses, Manager's Remuneration and any contribution required for the Special Fund between the respective Owners.
- (e) As soon as practicable after the close of each financial year the Manager shall prepare annual accounts in respect of the preceding financial year which accounts will comprise a set of accounts for the Management and Maintenance of the Land and the Building all of which will be certified by the Auditors hereinafter referred to as providing an accurate summary of all items of income and expenditure during that preceding financial year provided that the Owners at the Annual General Meeting of the Owners shall have power to require the annual accounts to be audited by an independent auditor of their choice.
- (f)
  - (i) as soon as practicable after the close of each financial year the Manager shall prepare budget(s) for the then current financial year which budget(s) shall include all sums which in the opinion of the Manager shall be necessary to meet the Management Expenses, Manager's Remuneration and the contributions (if any) required for the Special Fund to be allocated to the then current financial year;
  - (ii) the first budget(s) shall be prepared by the Manager prior to (or as soon as practicable after) the Permit date and will be for the period from the Permit date until the 31st of December of that year;
  - (iii) in the event that the Manager is of the opinion that any of the budgeted sums for the then current financial year are insufficient to cover all expenditure which falls to be included in that budget(s) it may prepare a revised budget or budgets.



- (g) The Manager shall upon request and upon payment of a reasonable charge for copying the same send to each Owner a copy of such of the annual accounts, annual budget(s), revised budget(s) or monthly accounts as relate to expenses or payments relevant to such Owner at any time after the same shall have been prepared as herein provided.
- (h) The Manager shall upon reasonable notice permit a chartered or certified public accountant appointed by the Owners' Committee as defined herein to inspect the said accounts and budgets and to take copies thereof.
- Audit 6. The Owners at an Owners' meeting shall have power to require the annual accounts to be audited by an independent auditor of their choice.
- Surpluses 7. If the audited accounts for any financial year shown there to be a surplus after payment of all Management Expenses and Manager's Remuneration then such surplus shall be held by the Manager in accordance with Clause 4 of this Part and may at the Manager's discretion be either applied towards the payment of future Management Expenses or Manager's Remuneration thereafter to become due or be transferred to the Special Fund.
- Failure to make payment 8. (a) The Manager shall have the right without prejudice to any other right or remedy hereunder to charge from the defaulting Owner (i) interest at 2% per annum above the prime rate from time to time specified by the Hong Kong and Shanghai Banking Corporation Limited in respect of any payment payable in this Deed which shall be more than thirty days in arrears from the date of demand and such interest shall be payable from the date upon which such payment fell due and not thirty days thereafter and (ii) a collection charge of not exceeding 10% of the amount due as the Manager may determine to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra works occasioned by the default. Such interest and collection charge received shall be credited to the management account.
- (b) If default shall be made as aforesaid any sum payable by the defaulting Owner together with interest thereon and the said collection charge as provided in sub-clause (a) of this Clause and all legal costs and expenses (on a solicitor and own client basis) which may be incurred in recovering the same and in registering the charge hereinafter referred to, shall be charged on the Undivided Share of the defaulting Owner in the Land and the Building and the Manager shall

be entitled to register a memorandum of such charge in the Land Registry against the Undivided Share of the defaulting Owner and to apply to the Court for an order for the sale of the Undivided Share of the defaulting Owner in the Land and the Building together with the right to the exclusive use, occupation and enjoyment of the relevant Unit held therewith.

Owner's deposits 9. Before the Registered Owner delivers vacant possession of each Unit to the First Purchaser thereof, the said First Purchaser shall pay to the Manager :-

- (i) a management deposit equivalent to three (3) months' contribution to Management Charges payable by him under this Deed (such deposit is equivalent to not more than 25% of the first year budgeted Management Expenses) as security against his liabilities under this Deed and the same may be used by the Manager to set off against contributions to be made hereunder;
- (ii) a sum equivalent to two (2) months' contribution to Management Charges payable by him under this Deed as payment in advance of the first two months contribution to such Management Charges;
- (iii) a sum equivalent to two (2) months' contribution to Management Charges payable by him under this Deed as payment of the Special Fund;
- (iv) a sum equivalent to one (1) month's contribution payable by the Owners of residential Units or three (3) months' contribution payable by the Owners of commercial Units to Management Charges under this Deed as a debris removal charge or decoration charge.

Provided that the Management Charges payable under this Clause shall be transferable but not refundable on a subsequent Assignment by the First Purchaser save that any monies paid as debris removal charge or decoration charge not used for debris removal or decoration are to be paid into Management Funds and are not transferrable to subsequent Owners.

Change of  
Ownership

10. (a) Any person ceasing to be the Owner of any Undivided Share of and in the Land and the Building shall in respect of the Undivided Share of which he ceases to be the Owner thereupon cease to have any interest in the funds provided in Clause 2 of this Part held by the Manager to the intent that all such funds shall be held and applied for the Management and Maintenance of the Land and the Building as herein provided irrespective of changes in

ownership of any Unit. Upon the occurrence of the events referred to in Clause 1 of Part Q hereof the said funds shall be divided between the Owners of the Land and the Building for the time being in proportion to their contributions prior to such events.

- (b) All persons on acquiring any Unit shall first ascertain from the Manager that there are no outstanding Management Charges or other payments required hereunder due in respect of that Unit. If there are payments as aforesaid, the new Owner and the outgoing Owner shall become jointly and severally liable to pay the same.

Manager's  
Statement

11. (a) Within 180 days after the close of each financial year the Manager shall prepare and send to the Owners' Committee a statement of the Manager which statement shall set out the following :-

- (i) The total amount of Manager's Remuneration payable by the Owners in respect of the preceding financial year;
- (ii) The total amount of Management Expenses payable by the Owner in respect of the preceding financial year;
- (iii) The total amount of contribution(s) to the Special Fund payable by the Owners in respect of the preceding financial year;
- (iv) The total amount of interest or recovery costs or any other amounts which are herein provided payable by any Owners in respect of the preceding financial year;
- (v) The total amount paid by the Owners during the preceding financial year;
- (vi) The balance (if any) found to be payable or over paid as the case may be from the foregoing amounts in respect of the preceding financial year;
- (vii) The total amount of Management Charges contribution and the Special Fund to be payable by each Owner in respect of the then current financial year.

- (b) All insurance moneys, compensation received or damages recovered by the Manager in respect of any damage or loss to the Land and the Building or any damage or loss to the Land and the Building or any part thereof shall be

expended by the Manager in the repair, rebuilding or reinstatement of the same or that part thereof.

- (c) All moneys paid to the Manager by way of interest or damages recovered by the Manager in the course of enforcing the observance and performance of the provisions shall be herein applied towards the payment of Management Expenses in such manner as the Manager may from time to time decide.

## PART O

### MEETINGS OF OWNER

#### Procedure

1. The Manager shall call the first meeting of Owners as soon as possible, but, in any event, not later than nine months after the date of this Deed, which meeting shall appoint a chairman and an Owners' Committee or shall appoint a Management Committee for the purpose of forming an Owners' Corporation under the Ordinance.
2. At least once in every calendar year thereafter, the Owners shall meet for the purposes of electing such members as aforesaid and of transacting any other business of which due notice is given in the notice convening the meeting (hereinafter called "the General Meeting") and such meeting other than an annual general meeting may be validly convened by the Manager, or by the Owners who in the aggregate have vested in them for the time being not less than 5% of the total Undivided Shares in the Land and the Building.
3. Notice of a meeting of Owners shall be served by the person or persons convening the meeting upon each Owner at least 14 days before the date of the meeting, and that notice shall specify the place, date and time of the meeting and the resolution (if any) that are to be proposed.
4. Service of a notice required to be served under Clause 3 may be effected:-
  - (a) personally upon the Owner;
  - (b) by post addressed to the Owner at his last known address; or
  - (c) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.
5. The following provisions shall apply in regard to all General Meetings of the Owners:-

- (a) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any such meeting or any resolution passed thereat.
- (b) No business shall be transacted at any such meeting unless a quorum is present when the meeting proceeds to business. Owners present in person or by proxy who in the aggregate have vested in them not less than 20% of the Owners shall be a quorum.

For the purposes of this sub-clause, the reference to "20% of the Owners" shall:-

- i) be construed as a reference to 20% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of shares into which the Building is divided; and
  - ii) not be construed as the Owners of 20% of the Undivided Shares.
- (c) The Owners present at each such meeting shall choose one of their members to be the chairman of that meeting.
  - (d) The Manager shall send a representative to all meetings of Owners whenever requested to do so by the chairman of the Owners' Committee. The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
  - (e) All resolutions put to the vote at the meeting shall be passed by a majority vote of those present in person or by proxy at the meeting and voting in proportion to the number of Undivided Share held at such meeting.
  - (f) On a show of hands, every Owner entitled to be present and present either in person or by proxy or duly authorized representative at the meeting shall have one vote. In case of a poll, every Owner shall have one vote either personally or by proxy or through his duly authorized representative for every Undivided Share in the Land and the Building vested in him. In the case of joint owners of any Unit or who otherwise are together entitled to the Undivided Share in the Land and the Building allocated to such Unit, such Co-Owners shall jointly have, in the case of a show of hands, one vote and, in the case of a poll, one vote for each Undivided Share jointly vested in them and in case of dispute as to the exercise of such vote, the Owner whose name first appears in the records of the Manager as Owner of the Unit in question shall have the

right to vote and where Undivided Share in the Land and the Building has been charged by way of mortgage, the voting right conferred by this Clause shall subject to the provisions of the said mortgage, be exercised by the mortgagor unless the mortgagee is in possession in which case the same shall be exercised by the mortgagee.

- (g) Votes may be given either personally or by proxy. In the case of an Owner entitled to attend and vote being a corporate body, any representative appointed by such Owner shall be entitled to attend and vote on behalf of such Owner.
- (h) An instrument appointing a proxy shall be in writing signed by the Owner or, if the Owner is a body corporate, under the seal of that body. The instrument appointing a proxy or representative shall be deposited with the chairman of the meeting at the meeting to which such instrument relates.
- (i) Every resolution proposed at a meeting shall be passed by a majority of votes of the Owners present in person or by proxy and voting.
- (j) In case of any equality of votes the chairman of the meeting shall have a second or casting vote.
- (k) Any resolution passed at a meeting duly convened and held by such majority as aforesaid shall be binding on all Owners.
- (l) A resolution in writing signed by or on behalf of those Owners who in the aggregate have vested in them for the time being not less than one half of the Undivided Shares in the Land and the Building shall be as valid and effectual as if it had been duly passed at a meeting of the Owners duly convened and held.

## PART P

### MEETINGS OF MANAGEMENT COMMITTEE

1. The Management Committee shall meet at least once in every period of 3 months.
2. (a) A meeting of the Management Committee:-
  - (i) may be convened at any time by the chairman or the vice-chairman (if any) in the absence of the chairman; and



- (ii) shall be convened by the secretary, at the request of any 2 members thereof within 14 days of receiving such request.
  - (b) Notice of a meeting of the Management Committee shall be served by the secretary upon each member of the Management Committee at least 7 days before the date of the meeting and every such notice shall specify the place, date and time of such meeting and the resolutions (if any) that are to be proposed.
  - (c) Service of a notice required to be served under sub-clause (b) may be effected:-
    - (i) personally upon the member of the Management Committee; or
    - (ii) by post addressed to the member of the Management Committee at his last known address; or
    - (iii) by leaving the notice at them member's Unit or depositing the notice in his letter box.
  - (d) If the Management Committee resolves that it shall meet at specified intervals and the resolution specifies the place, dates or days and times of such meetings, the secretary shall serve a copy of such resolution, and a copy of any subsequent resolution of the Management Committee affecting the same, upon each member of the Management Committee by such means as are referred to in sub-clause (c) (i) (ii) or (iii), and sub-clause (b) shall not apply in the case of any such meeting.
3. The quorum at a meeting of the Management Committee shall be 50% of the members of the Management Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.
4. (a) A meeting of the Management Committee shall be presided over by:-
- (i) the chairman; or
  - (ii) in the absence of the chairman, the vice-chairman (if any); or
  - (iii) in the absence of the chairman and the vice-chairman (if any), a member appointed as chairman for that meeting by the Management Committee.
- (b) All acts, matters or things authorized or required to be done by the Management Committee may be decided by a resolution passed by a majority of the votes of members of the Management Committee present at a meeting of the Management Committee.
- (c) At a meeting of the Management Committee, each member present shall have one vote on a question before the committee and if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

- (d) The secretary shall keep minutes of the proceedings at every meeting of the Management Committee.
  - (e) The minutes referred to in sub-clause (d) shall be certified by the person presiding over the meeting as containing a true record of the proceedings of the meeting of the Management Committee to which they relate.
  - (f) The minutes certified in accordance with sub-clause (e) shall, within 28 days of the date of the meeting of the Management Committee to which they relate, be displayed by the secretary in a prominent place in the Building.
  - (g) Subject to the Ordinance, the procedure at meetings of the Management Committee shall be as is determined by the Management Committee.
5. Votes shall not be given by proxy.
6. (a) Notwithstanding any provision in this Deed to the contrary, where an Owner or other person, being a body corporate, is appointed as a member of the Management Committee under this Part that body corporate may appoint a director or other officer of that body or some other individual to act as its representative ("authorized representative" for the purposes of the Ordinance as if the authorized representative were a member of the Management Committee in his own right and, if so appointed, Clause 4 (a), (b), (c), (d) or (g) of Part H shall apply to the authorized representative.
- (b) If an authorized representative ceases to be a member of the Management Committee under Clause 4 (a), (b), (c), (d) or (g) of Part H the body corporate may appoint another authorized representative in his place.
7. The Manager shall send a representative to all meetings of the Management Committee whenever requested to do so by the Management Committee. The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
8. All acts and decisions of the Management Committee 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 Owner for the time being provided always that a decision which shall affect or impede or in any way interfere with the Registered Owner in its development of the Land shall be ineffective and null and void.
9. The accidental omission to give notice as aforesaid to any member shall not invalidate the proceedings at any meeting or any resolution passed thereat.
10. The purpose of a meeting of the Management Committee shall be to discuss matters relating to the Land and the Building, to fill any causal vacancy which may occur, the election of officers to the Management Committee, to decide on the convening of a meeting of the Owners, to discuss the giving of a notice of dismissal of the Manager pursuant to a resolution of the Owners in that connection

or to appoint a new Manager as provided in Part L.

11. In the event of any inconsistency between Schedule 2 of the Ordinance and the clauses of this Deed or any other agreement, Schedule 2 of the Ordinance shall prevail.

## PART Q

### EXTINGUISHMENT OF RIGHTS

Resolution of  
the Owners

1. In the event of any part of the Building being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render a substantial part of the same unfit for the purposes for which it was intended, the Manager shall convene a meeting of the Owners of such part of the Building and such meeting may resolve by a seventy-five per cent (75%) majority of the Owners present and voting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Building then in such event that the Undivided Shares in the Land and the Building representing such part of the Building shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such former Owners. All insurance money received in respect of any policy of insurance on such part of the Building shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant part of the Building. PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Building the Owners of such part of the Building shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Building damaged as aforesaid over and above the money recoverable from the insurance of such part of the Building in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Building and be recoverable as a civil debt.

Procedure

2. The following provisions shall apply to a meeting convened by the Manager as provided in Clause 1 in this part:-
  - (a) Every such meeting shall be convened by at least seven (7)

days' notice in writing posted on the public notice board or boards of the Building or in such other manner as the Manager shall deem fit specifying the time and place of the meeting;

- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares in the part of the Building in question (excluding the Undivided Shares allocated to the Common Areas) shall be a quorum;
- (c) 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, and if such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum;
- (d) The Manager shall be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each such Undivided Share allocated to the part of the Building vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each Undivided Share and in case of dispute the first named of such Owners shall have the right to vote;
- (g) In case of equality of votes the chairman shall have a second or casting vote;
- (h) Votes may be given either personally or by proxy;
- (i) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- (j) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Building 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.
- (k) A resolution in writing signing by Owners who in the aggregate have vested in them for the time being more than seventy-five per cent (75%) of Undivided Shares allocated to the part of the Building in question (excluding the Undivided Shares allocated to the Common Areas) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;
- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

PART R

MISCELLANEOUS

- |  |   |
|--|---|
| Marginal notes headings and index              | 1. The marginal notes headings and index are intended for guidance only and do not form part of this Deed nor shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.  |
| Undivided Shares allocated to the Common Areas | 2. The Undivided Shares allocated to the Common Areas shall not carry any voting rights or liability to any fees under this Deed, nor shall such Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.   |
| Notice   | 3. There shall be a notice board at such place as the Manager may from time to time determine in the Building. There shall be exhibited on such notice board all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager and/or the Management Committee 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 Notice Boards for three consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents. |
| Services of Notices                            | 4. Subject as hereinbefore provided in the case of notices to be affixed to the Notice Board, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Unit or the letter box of the Unit of which the   |

party to be served is the Owner notwithstanding that such party shall not personally occupy the same and if a copy is also left at or sent to the last address (if any) of such Owner known to the Manager PROVIDED however that where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall properly served if sent to the registered office of the Manager or left at the Manager's office in the Building.

- Covenants to run with the Land
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 every Unit and to the Undivided Share held therewith. The provisions of any Ordinance or statutory enactment, amendment, modification or re-enactment for the time being in force concerning the enforcement of mutual covenants relating to land or building shall apply to these presents Provided that any person upon ceasing to be an Owner of any Undivided Share of and in the Land and the Building shall (subject to Clause 10(b) of Part N) not be liable in respect of any liability hereunder arising at anytime thereafter.
- Registered Owner's obligations to perform the covenants
6. The Registered Owner shall, for the period which it retains any share or interest in the Land and the Building or any part thereof, be solely responsible for the observance and performance in full of all provisions, obligations and covenants herein contained to be observed and performed by it and to pay in full all sums payable hereunder by it, subject however to Clause 4 (d) in Part N hereof. Provided always that for the avoidance of doubt, the Registered Owner shall not cease to have any liability under this Deed unless and until it ceases to retain any share or interest in the Land and the Building.
- Existence of the Owners Corporation
7. Notwithstanding anything herein contained, during the existence of the Owners Corporation under the Ordinance, the rights, duties, powers and obligations for the control, management and the administration of the Land and the Building conferred by this Deed on the Manager shall be vested in the Owners Corporation and the general meeting of the Owners Corporation shall take the place of the meeting of Owners under this Deed and the Management Committee of the Owners Corporation shall take the place of the Owners' Committee under this Deed.
- Not to contravene
8. Notwithstanding anything herein provided, no provision in this Deed shall contravene the provisions of the Ordinance or be in



the Ordinance breach of the Government Lease.

Guidelines 9. This Deed shall contain inter alia provisions incorporating the Guidelines applicable to buildings of the same nature as that of the Building, and in case of any conflict between the provisions in the Guidelines and the provisions herein, the Guidelines shall prevail.

Incorporation of provisions of the Ordinance 10. (a) The provisions of the 7<sup>th</sup> Schedule to the Ordinance shall deem to be incorporated herein as if the same were herein set out in full.

(b) The provisions of the 8<sup>th</sup> Schedule to the Ordinance shall deem to be incorporated to the extent that they are consistent with this Deed.

IN WITNESS whereof the Registered Owner, the First Purchaser, and the First Manager have executed this Deed the day and year first above written.

THE FIRST SCHEDULE

ALLOTMENT OF UNDIVIDED SHARES FOR  
RESIDENTIAL UNITS AND COMMERCIAL UNITS

\*\*\*\*\*

The part or Unit of the Building and the Land	Shares of and in the Land and Building allocated to the Units and referred to in the First Column
--	---

\*\*\*\*\*

Shop on the Ground Floor and the open yard adjacent thereto and Shop on First Floor and the Flat Roof adjacent thereto	9 shares
Flat on the 3 <sup>rd</sup> Floor including the Balcony, Utility Platform and Flat Roof adjacent thereto	4 shares
Flat on the 4 <sup>th</sup> to 20 <sup>th</sup> Floors (both inclusive) including the Balcony and the Utility Platform adjacent thereto at 4 shares each	68 shares
Duplex Flat on the 21 <sup>st</sup> Floor including the Balcony and the Utility Platform adjacent thereto and the 22 <sup>nd</sup> Floor	8 shares
Duplex Flat on the 23 <sup>rd</sup> Floor including the Balcony and the Utility Platform adjacent thereto and the 24 <sup>th</sup> Floor	8 shares
Space at the front of the existing party staircase on Ground Floor adjoining No.565 Fuk Wa Street, Kowloon; Space at the rear of the Shop on the Ground Floor adjoining No.565 Fuk Wa Street which are shown and coloured Pink on the Ground Floor Plan attached hereto; external walls; Top Roof	1 share
Common Areas	2 shares

TOTAL:	----- 100 shares =====
--------	------------------------------

THE SECOND SCHEDULE

ALL THAT FLAT on the \_\_\_ Floor including the Balcony and the Utility Platform adjacent thereto of the Building.

THE THIRD SCHEDULE

MONTHLY CONTRIBUTION OF MANAGEMENT CHARGES BY THE OWNERS

\*\*\*\*\*

The part or Unit of the Building and the Land	Amount of monthly Management Expenses payable
--	--

\*\*\*\*\*

Shop on the Ground Floor and the open yard adjacent thereto and Shop on First Floor and the Flat Roof adjacent thereto	HK\$
--	------

Flat on the 3 <sup>rd</sup> Floor including the Balcony, Utility Platform and Flat Roof adjacent thereto	HK\$
---	------

Flat on the 4 <sup>th</sup> to 20 <sup>th</sup> Floors (both inclusive) including the Balcony and the Utility Platform adjacent thereto at 4 shares each	HK\$
--	------

Duplex Flat on the 21 <sup>st</sup> Floor including the Balcony and the Utility Platform adjacent thereto and the 22 <sup>nd</sup> Floor	HK\$
--	------

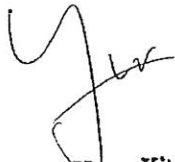
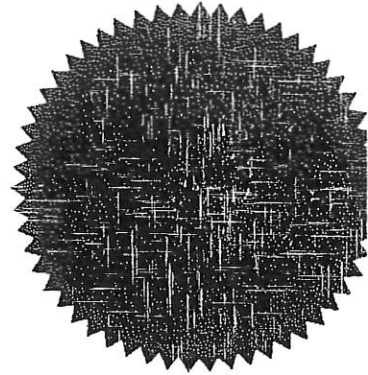
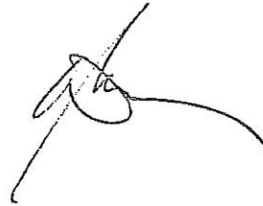
Duplex Flat on the 23 <sup>rd</sup> Floor including the Balcony and the Utility Platform adjacent thereto and the 24 <sup>th</sup> Floor	HK\$
--	------

Space at the front of the existing party staircase on Ground Floor adjoining No.565 Fuk Wa Street, Kowloon; Space at the rear of the Shop on the Ground Floor adjoining No.565 Fuk Wa Street which are shown and coloured Pink on the Ground Floor Plan attached hereto; external walls; Top Roof	HK\$
--	------

TOTAL:

-----  
HK\$  
=====

SEALED with the Common Seal of )  
)  
the Registered Owner and SIGNED by )  
)  
Mr. Liu Wah Ming, Chairman of )  
)  
its Board of Directors----- )  
)  
duly authorized by its Board of Directors )  
)  
whose signature(s) is/are verified by :- )



**Young Kit Lam**  
Solicitor, Hong Kong SAR  
Ng. Lie. Lai & Chan Solicitors & Notaries

SIGNED SEALED and DELIVERED )  
)  
by the First Purchaser (Holder of Hong )  
)  
Kong Identity Card No. P905327(5))  
)  
in the presence of:- )

Handwritten signature or initials in Chinese characters.

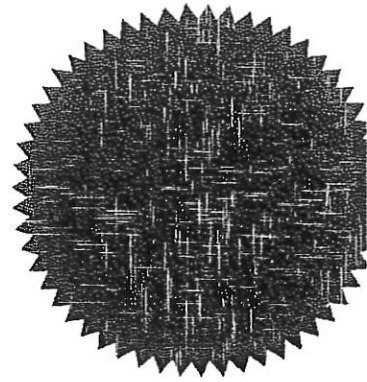


  
**Yeung Kit Lam**  
Solicitor, Hong Kong SAR  
Ng. Lie. Lai & Chan Solicitors & Notaries

Interpreted by:

  
**Yeung Kit Lam**  
Solicitor, Hong Kong SAR  
Ng. Lie. Lai & Chan Solicitors & Notaries

SEALED with the Common Seal of )  
 )  
the First Manager and SIGNED by )  
 )  
Mr. Liu Wah Ming, Chairman of )  
 )  
its Board of Directors----- )  
 )  
duly authorized by its Board of Directors )  
 )  
in the presence of / whose signature )  
 )  
is verified by:- )



**Yeung Kit Lam**  
Solicitor, Hong Kong SAR  
Ng. Lie. Lai & Chan Solicitors & Notaries

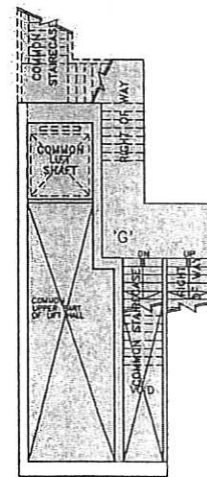
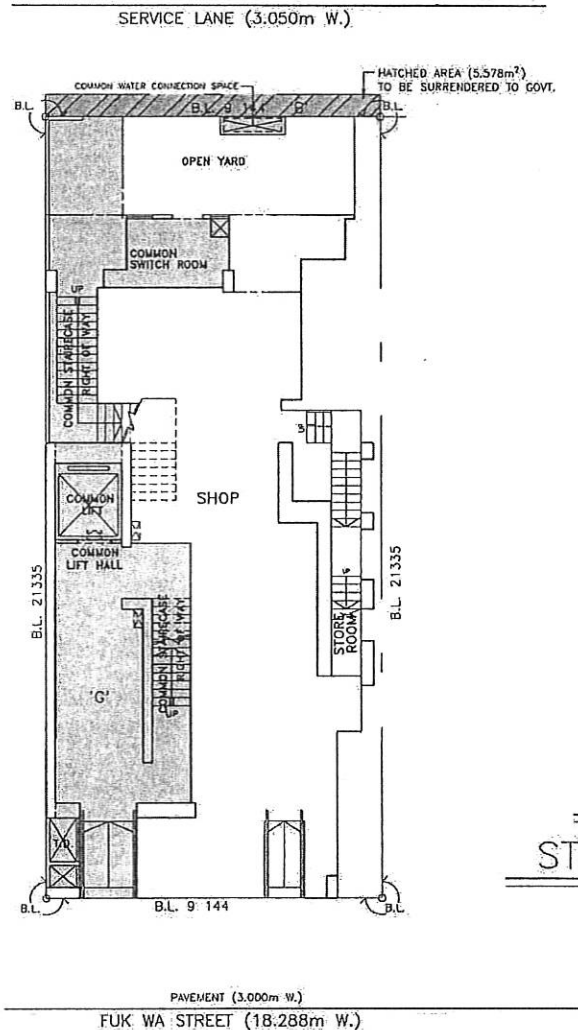
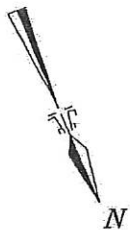
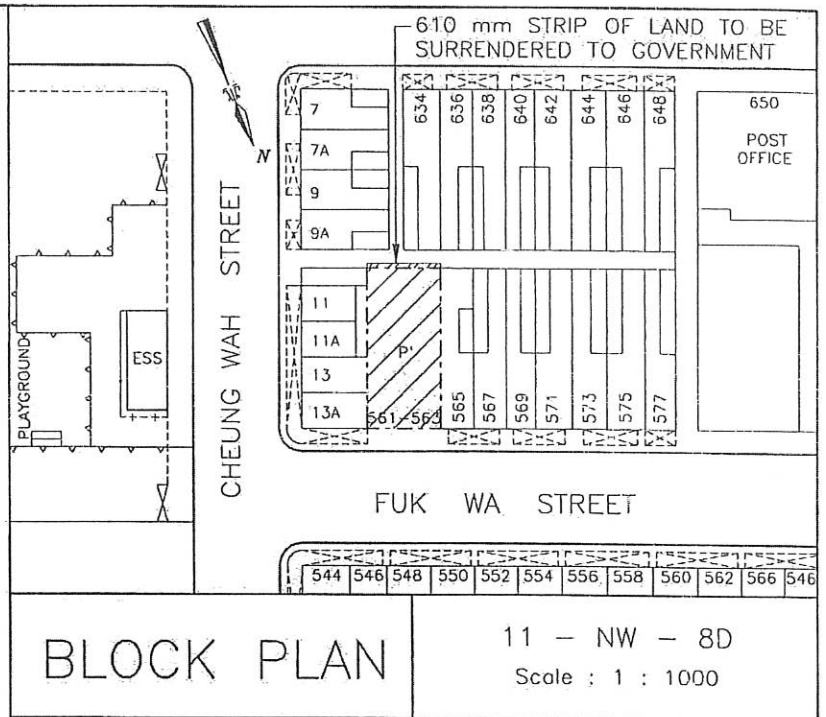


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AT FUK WA STREET

KOWLOON

SCALE : 1 : 200



PART PLAN OF  
STAIRCASE AT UPPER  
PART OF G/F

GROUND FLOOR PLAN

COLOUR MARKING:

- PINK = 'P'
- GREEN = 'G'
- BLUE = 'B'

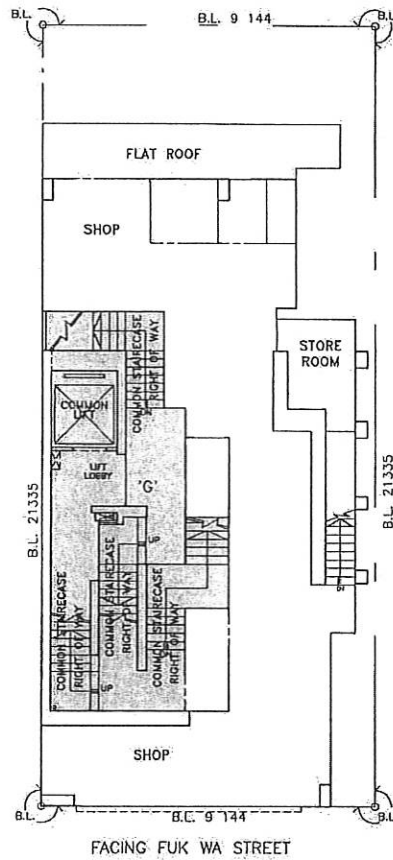
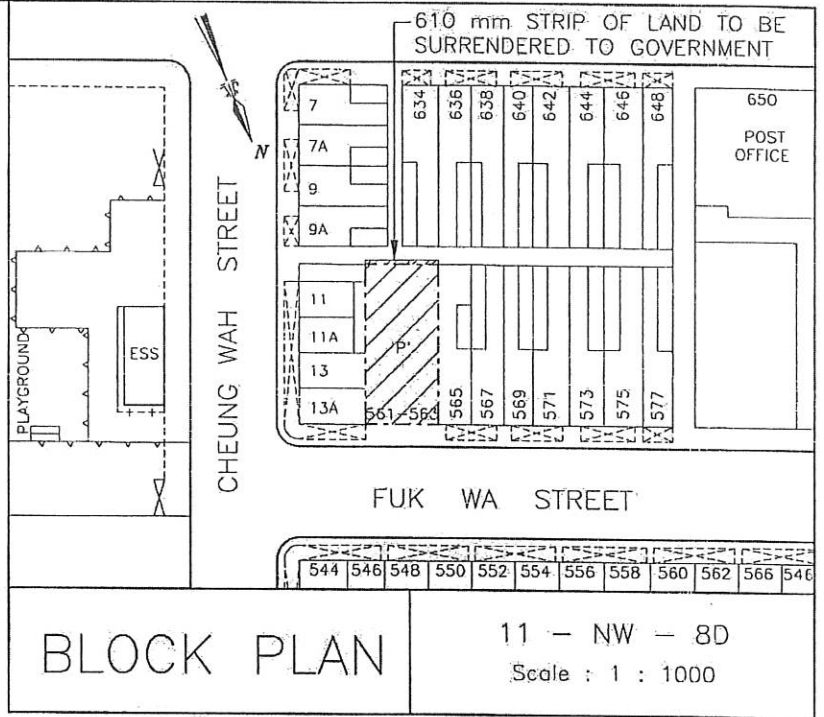
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REG. STRUCTURAL ENG. & AUTHORISED PERSON

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AT FUK WA STREET

KOWLOON


SCALE : 1 : 200



1ST FLOOR PLAN

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

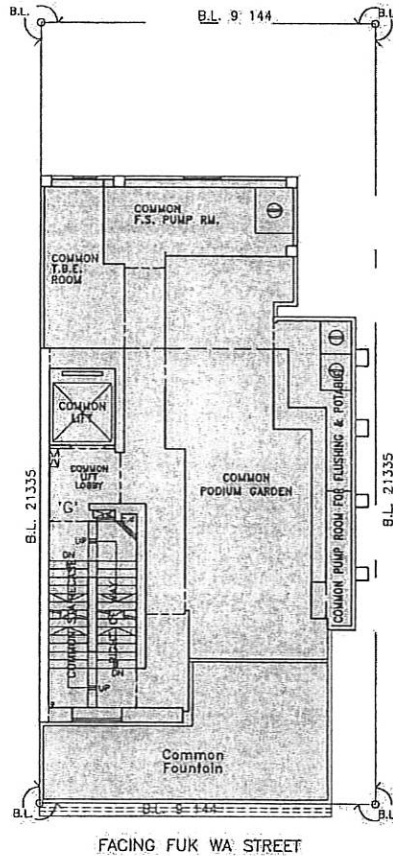
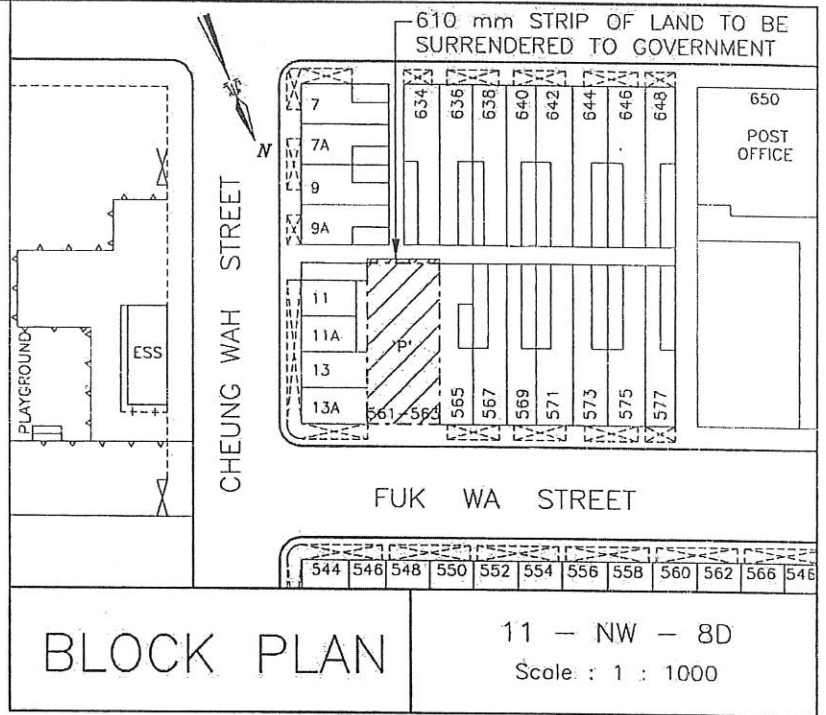
  
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AT FUK WA STREET

KOWLOON

SCALE : 1 : 200



2ND FLOOR PLAN

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

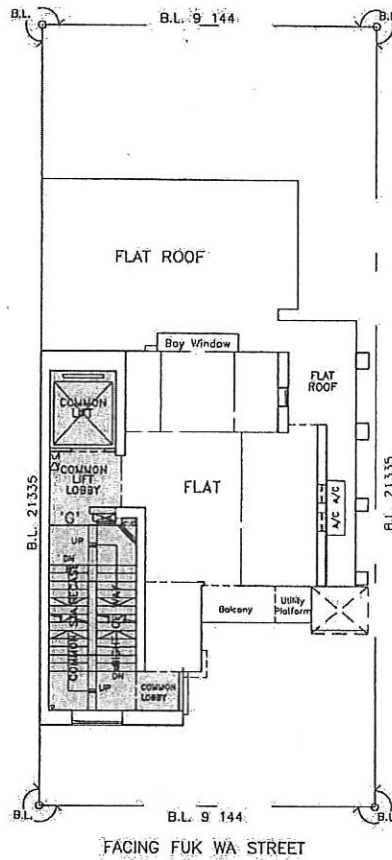
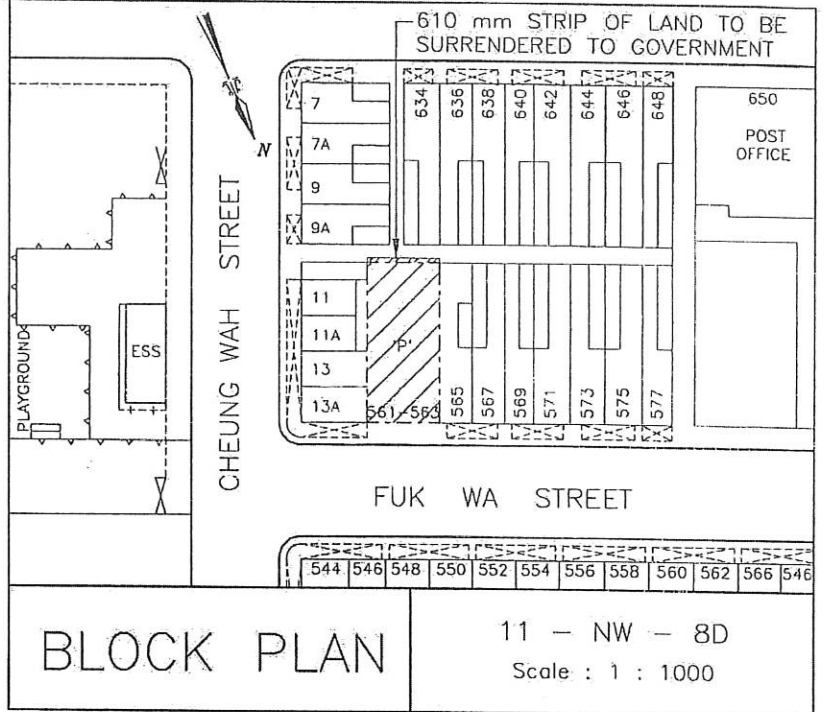
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AT FUK WA STREET

KOWLOON

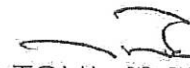
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3RD FLOOR PLAN

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

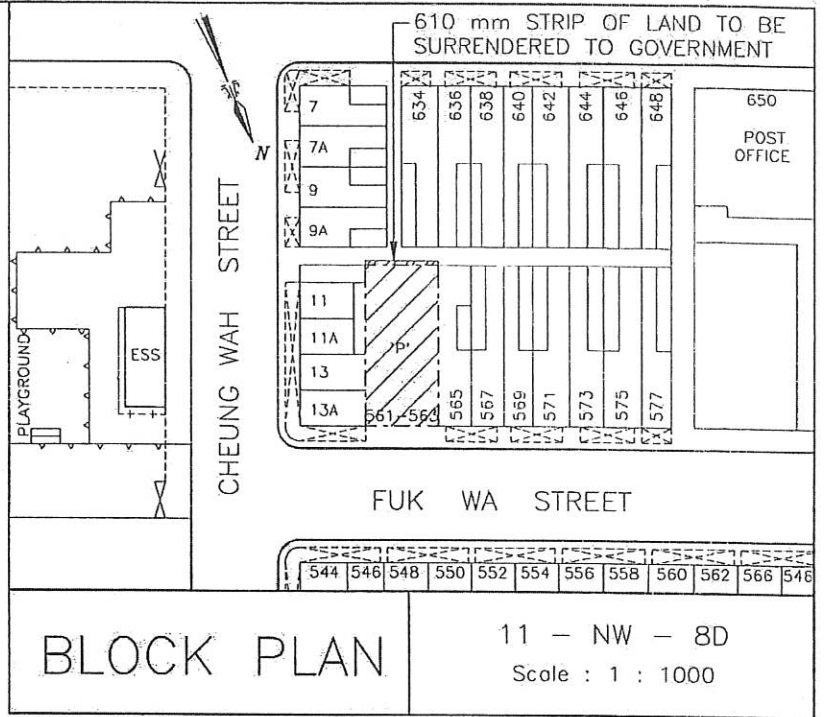
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F.I. STRUCT. E., F.H.K.I.E., M.A.S.C. E.  
REG. STRUCTURAL ENG. & AUTHORISED PERSON

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AT FUK WA STREET

KOWLOON

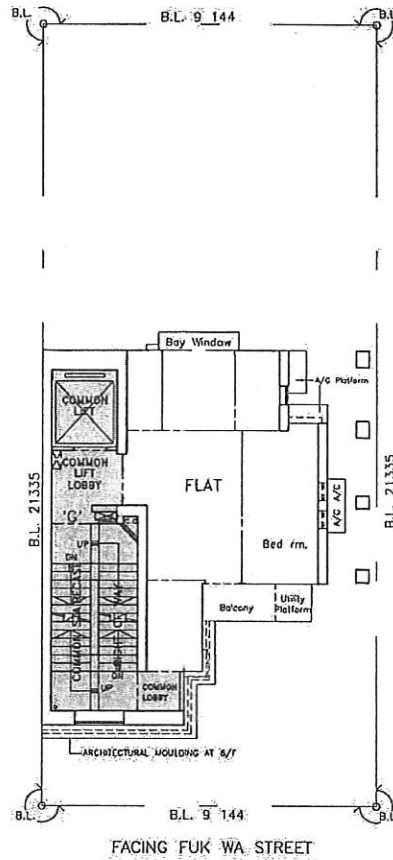
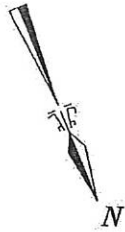
SCALE : 1 : 200



BLOCK PLAN

11 - NW - 8D

Scale : 1 : 1000



4TH - 6TH FLOOR PLAN

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

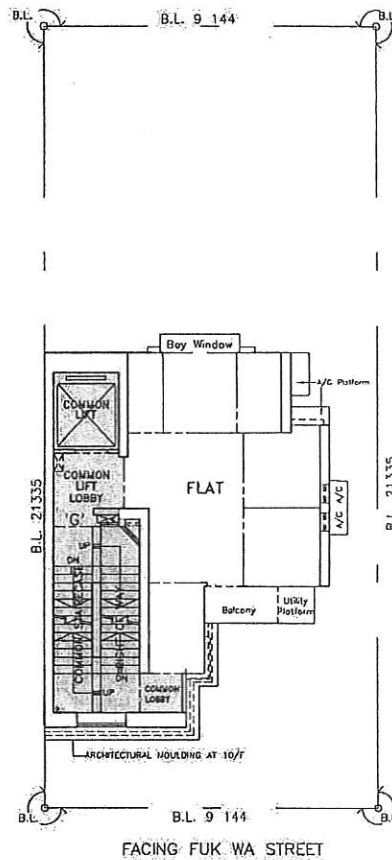
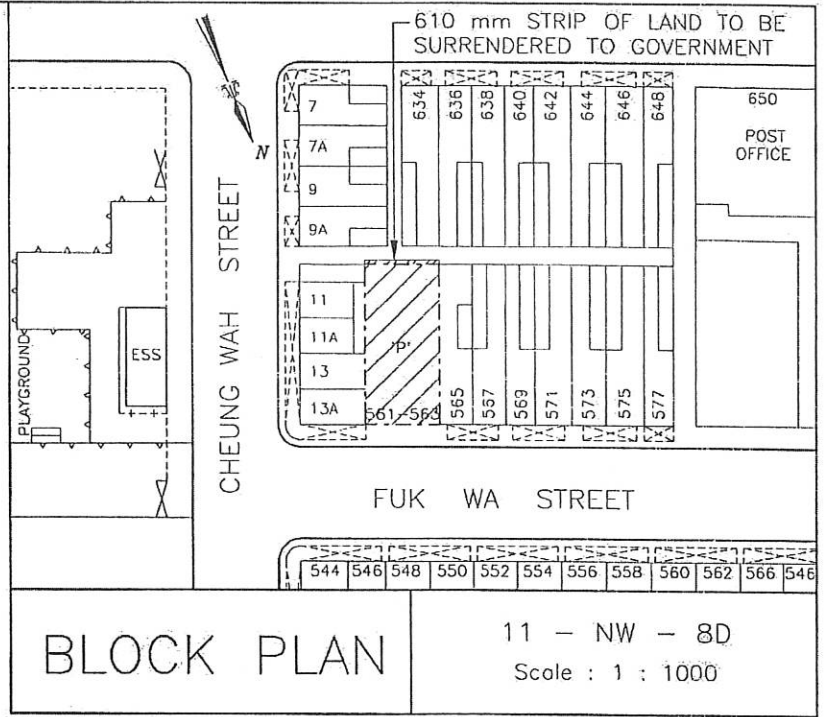
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AT FUK WA STREET

KOWLOON

SCALE : 1 : 200



7TH - 10TH FLOOR PLAN

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

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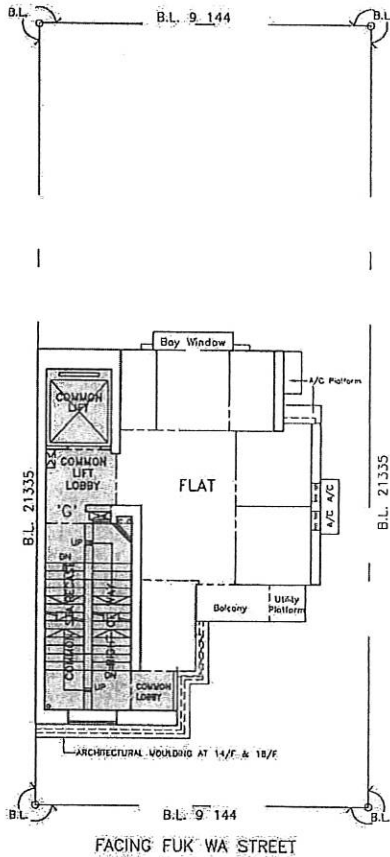
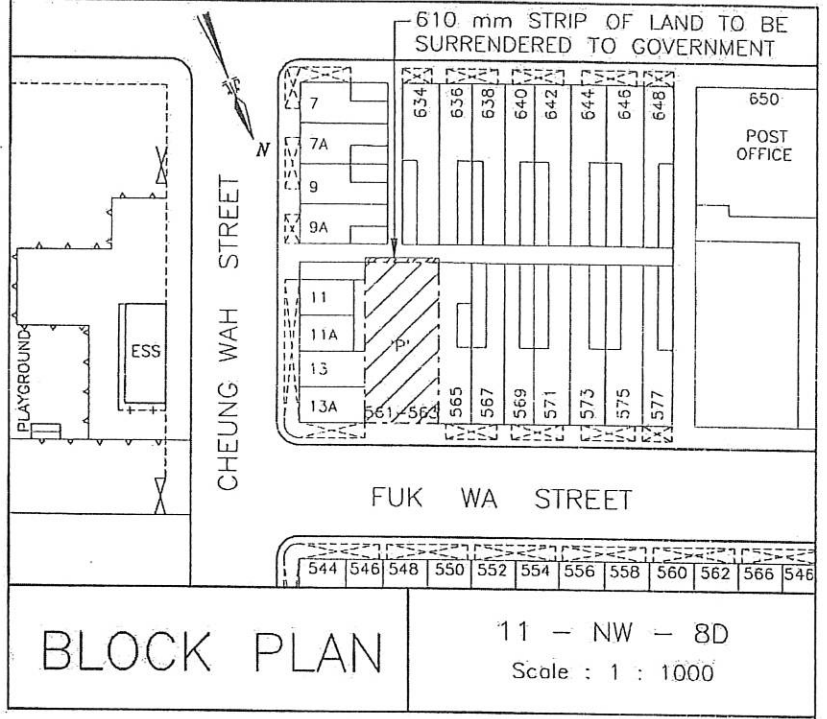


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AT FUK WA STREET

KOWLOON


SCALE : 1 : 200



11TH - 20TH FLOOR PLAN

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

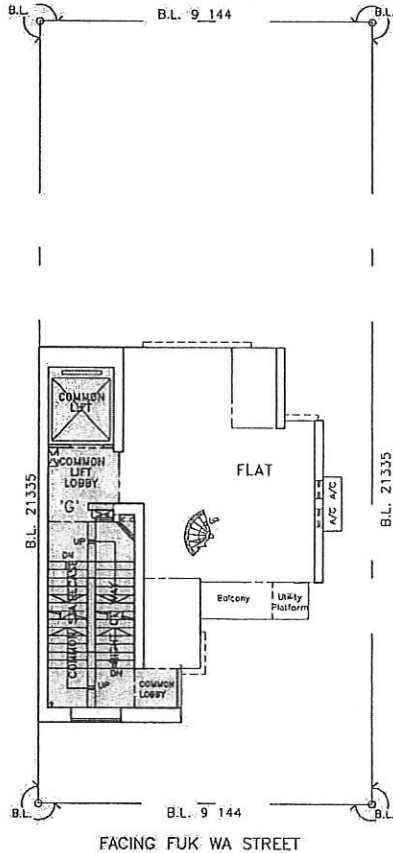
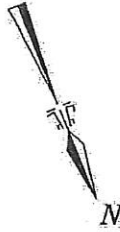
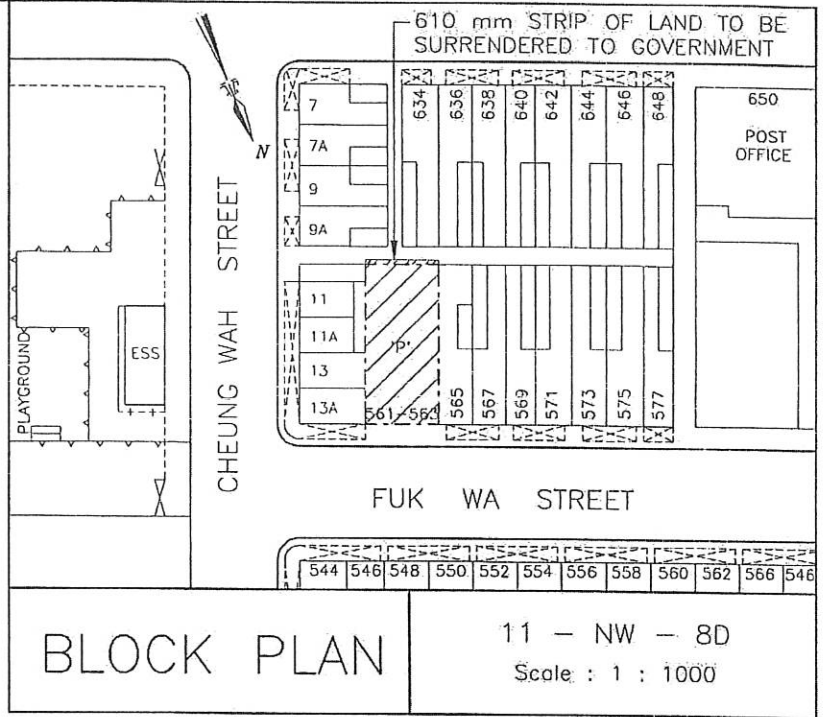
  
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AT FUK WA STREET

KOWLOON

SCALE : 1 : 200



21ST FLOOR PLAN

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

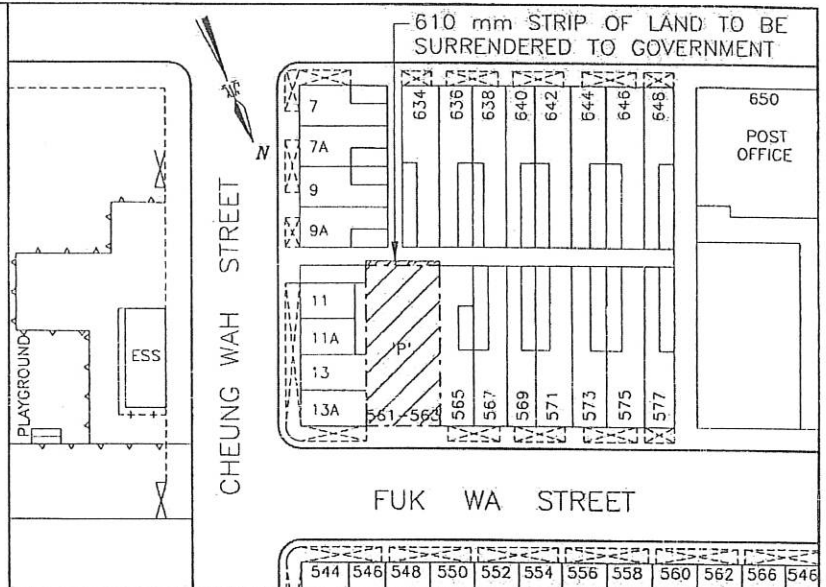
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REG. STRUCTURAL ENG. & AUTHORISED PERSON

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AT FUK WA STREET

KOWLOON

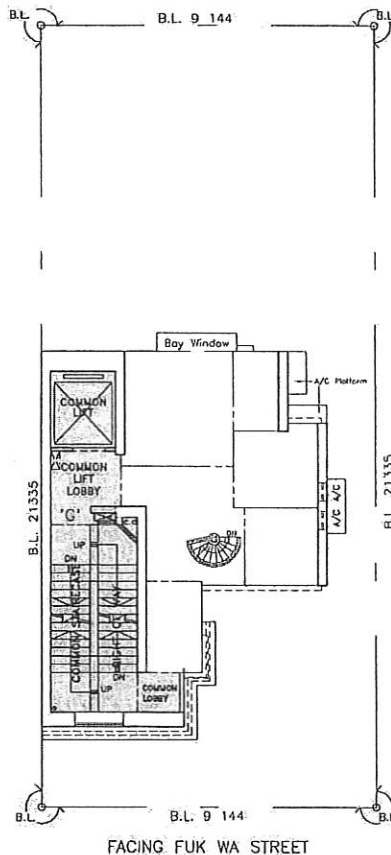
SCALE : 1 : 200



BLOCK PLAN

11 - NW - 8D

Scale : 1 : 1000



22ND FLOOR PLAN

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

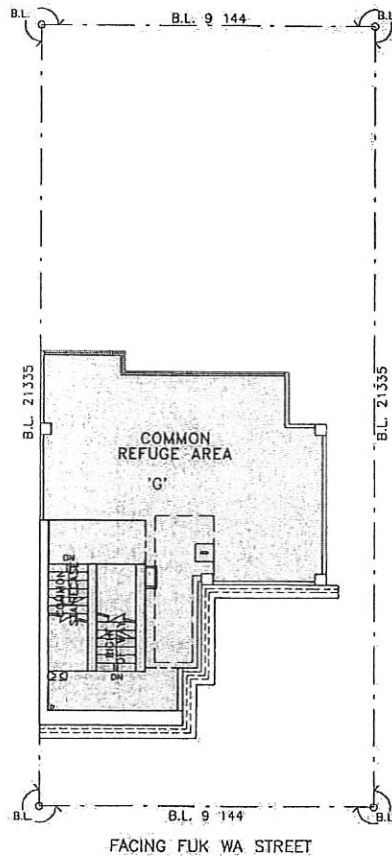
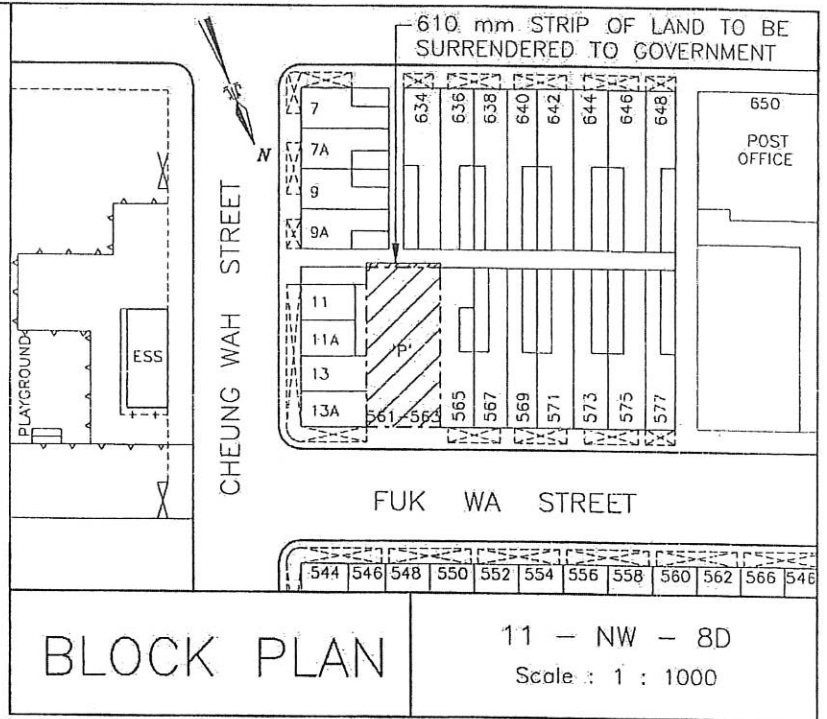
T.K.TSUI  
DIP. BLDG. SC (LIVERPOOL) C. ENG.  
F.I. STRUCT. E., F.H.K.I.E., M.A.S.C. E.  
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AT FUK WA STREET

KOWLOON


SCALE : 1 : 200



ROOF PLAN  
(REFUGE FLOOR)

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

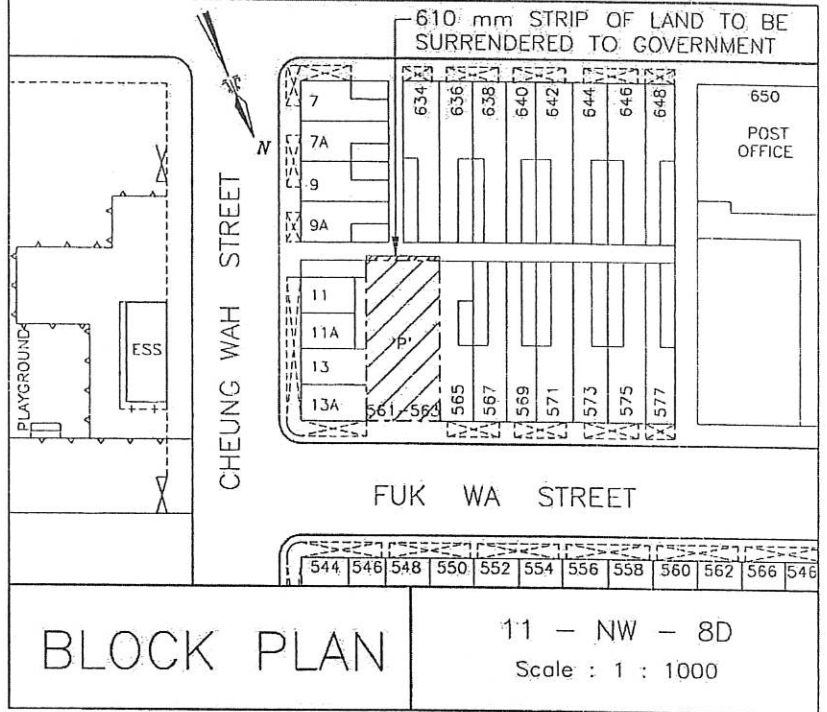
  
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KOWLOON

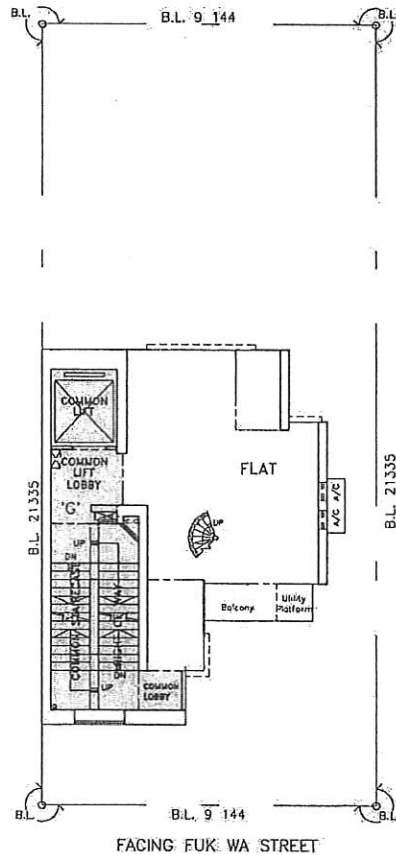
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BLOCK PLAN

11 - NW - 8D

Scale : 1 : 1000

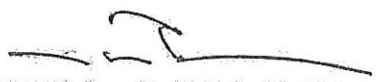


FACING FUK WA STREET

23RD FLOOR PLAN

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

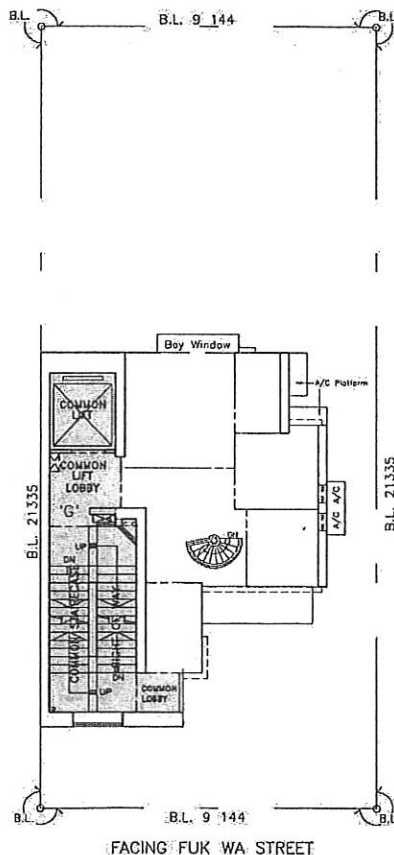
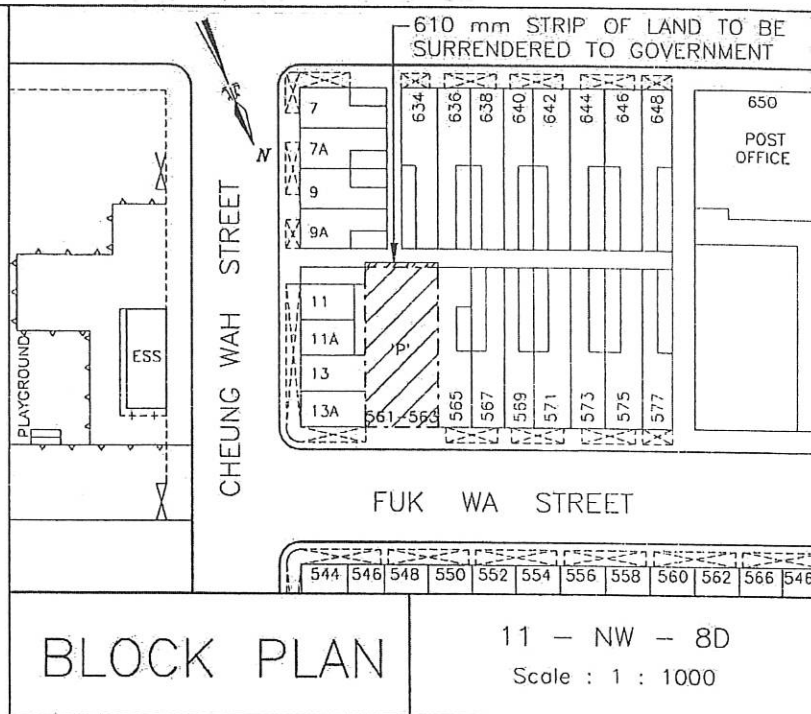
  
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AT FUK WA STREET

KOWLOON


SCALE : 1 : 200



24TH FLOOR PLAN

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

  
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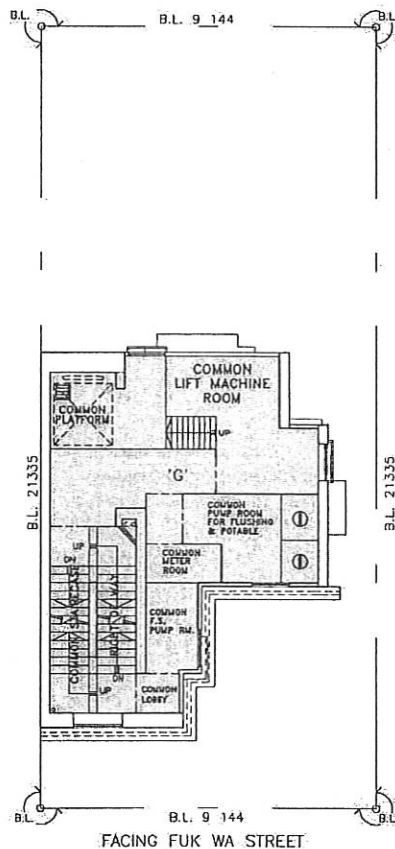
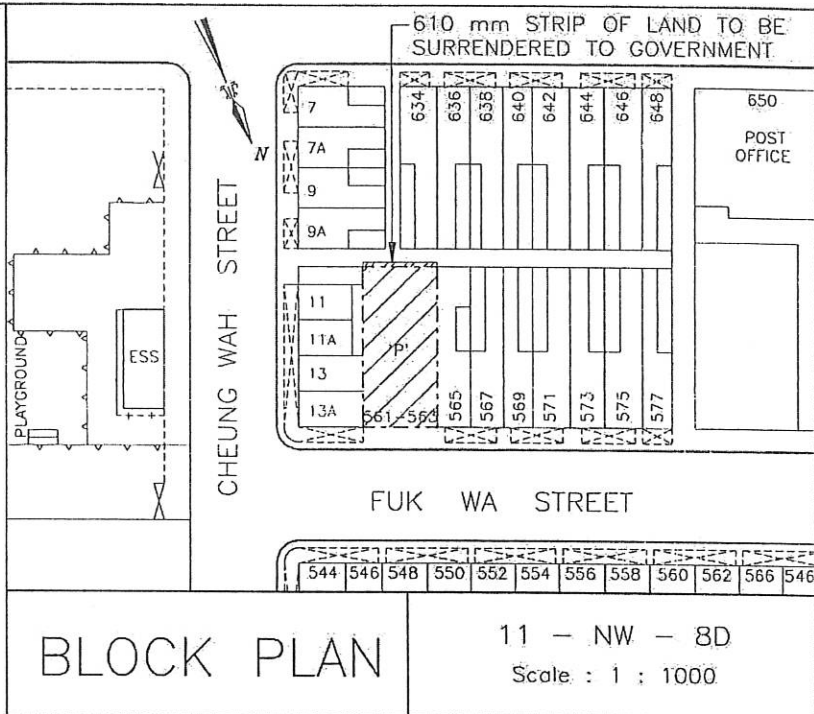


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AT FUK WA STREET

KOWLOON


SCALE : 1 : 200



MECHANICAL FLOOR

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

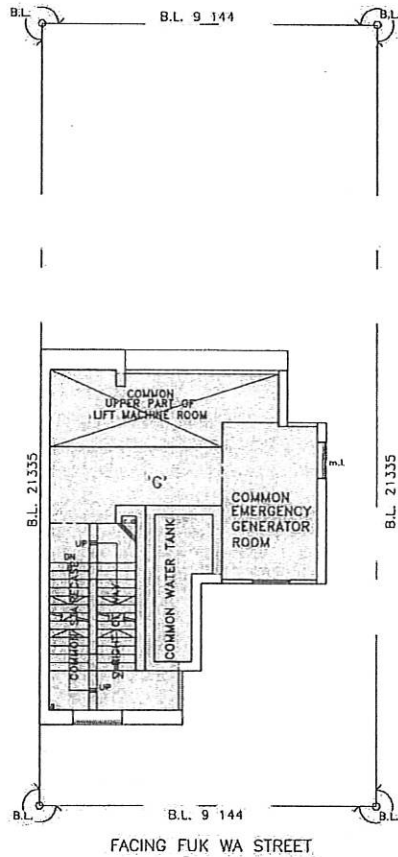
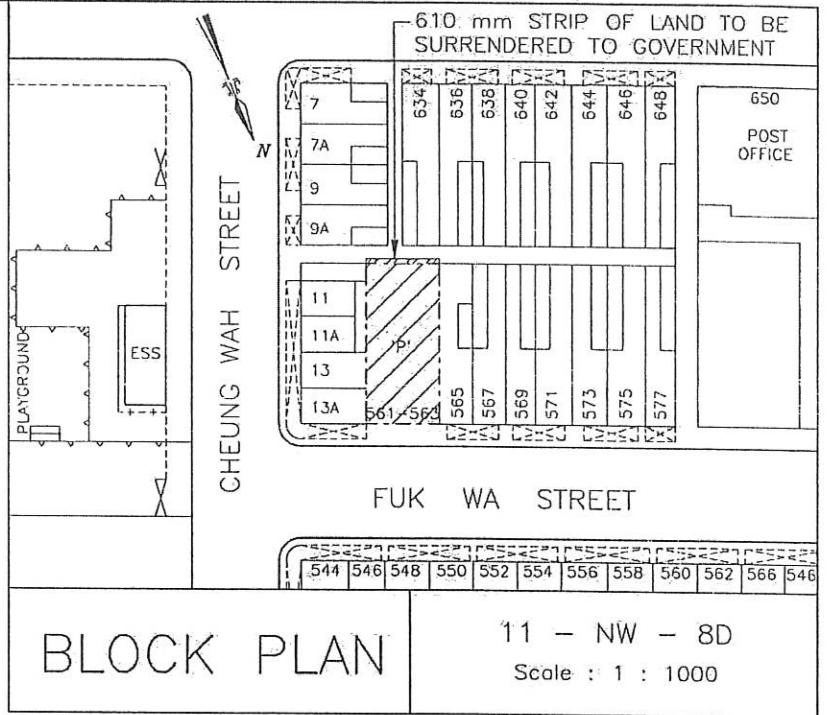
  
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KOWLOON

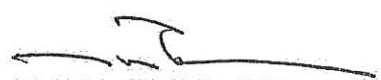
SCALE : 1 : 200



UPPER MECHANICAL FLOOR

COLOUR MARKING:

PINK = 'P'  
GREEN = 'G'

  
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