

**THIS DEED**

**is made this 22<sup>nd</sup> day of September  
Two thousand and Twenty**

**BETWEEN**

- (1) NAN HUA INTERNATIONAL ENGINEERING COMPANY LIMITED whose registered office is situate at Room 3202-03, 32/F., Office Tower Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong (hereinafter called “the Registered Owner” which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) [REDACTED] Holder of Hong Kong Identity Card No. [REDACTED] of Flat [REDACTED] Floor, Block [REDACTED], L'Aquatique, No.108 Castle Peak Road, Tsing Lung Tau, Tsuen Wan, New Territories, Hong Kong (hereinafter called “the First Purchaser” which expression shall where the context admits include in the case of persons holding as joint tenants his/her/their survivor(s) and the executors and administrators of such survivor his or her or their assigns, in the case of persons holding as tenants in common their respective executors administrators and assigns and in the case of a corporation, its successors or assigns) of the second part;
- (3) SAVILLS PROPERTY MANAGEMENT LIMITED (第一太平戴維斯物業管理有限公司) whose registered office is situate at 805-13 Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong (hereinafter called “the Management Company” which expression shall where the context so admits include its successors or assigns) of the third part; and
- (4) SHANGHAI COMMERCIAL BANK LIMITED whose registered office is situate at Shanghai Commercial Bank Tower, 12 Queen's Road Central, Hong Kong (hereinafter called “the Lender”) of the fourth part.

WHEREAS:- [REDACTED]

(1) DEFINITION

- (a) In this Deed the following expressions shall have the following meanings ascribed to them wherever the context so permits:-

“Building”

The whole of the message erections buildings and ancillary structures known as “L'AQUATIQUE (逸環 • 龍灣)”, Tsing Lung Tau, Tsuen Wan, Hong Kong constructed or in the course of construction on the Land, including all structures, facilities or services whatsoever installed or provided in, under, on or over the Land for the use of the Building or any part or parts thereof including without limiting the generality of the foregoing the Estate Common Areas, the Car Park Common Areas, the Residential Common Areas, the Estate Common Facilities, the Car Park Common

Facilities, the Residential Common Facilities, all machinery and equipment in or upon the Building, all stairways, cables, pipes, drainage and sewage.

- “Building Maintenance Unit(s)” The tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management, vertical passenger hoist(s) and building maintenance equipment erected, placed and/or installed on the external walls and/or the Upper Roof and/or the parapet walls of the Upper Roof as may be determined by the Manager for the purpose of servicing, cleansing, enhancing, maintaining, repairing, renovating, decorating, improving and/or replacing any part of any exterior of the Building.
- “Building Mortgage” means the Building Mortgage and Debenture dated the 26<sup>th</sup> day of October 2016 made between the Vendor of one part and the Lender of the other part and registered in the Land Registry by Memorial No. [REDACTED].
- “Car Park Common Areas” Such areas for the common use and benefit of the Car Park Unit(s) but which the right to use or enjoy does not belong to any one or more owners of the Car Park Unit(s) to the exclusion of the other and which are (insofar as the same are capable of being identified on plan) shown coloured yellow on the plan(s) annexed hereto; and such areas as shall from time to time be designated as common areas by the owner(s) of the Car Park Unit(s) in accordance with the provisions of this Deed and/or any Sub-Deed of Mutual Covenant or any documents of similar nature made pursuant to this Deed for the common use and benefit of the owner(s) of the Car Park Unit(s) only.
- “Car Park Common Facilities” All those facilities equipment machines apparatus and installations which are for the common use and benefit of the owner(s) of the Car Park Unit(s) only and shall include (but not limited to) charging facilities for electric vehicle (inclusive of main switchboards, distribution boards, electrical wiring and socket outlets).
- “Car Park Unit(s)” Unit(s) of space in the Building which may be formed or carved out by sub-division of the Residential Parking Spaces and the Motor Cycle Parking Spaces or part thereof in accordance with Special Conditions

Nos. (21) and (27) of the Government Grant and the provisions of this Deed and/or any Sub-Deed of Mutual Covenant or any documents of similar nature made pursuant to this Deed and which is intended to be used for the parking of motor vehicle(s) and/or motor-cycle(s) only and the exclusive right to the use occupation and enjoyment of which belongs or is capable of being assigned to an owner.

“Common Areas”	means all the Estate Common Areas, the Car Park Common Areas and the Residential Common Areas.
“Common Roof”	The Upper Roof and portion(s) of the Flat Roof(s) on 1/F not intended to be assigned to an Owner.
“Deed”	This Deed of Mutual Covenant and Management Agreement.
“Director”	The Director of Lands or any person for the time being lawfully discharging the functions or duties of the said Director, or any part of such functions or duties.
“Estate Common Areas”	Such areas as shall from time to time be designated as common areas by the Registered Owner in accordance with the provisions of this Deed for the common use and benefit of the owners of the Building which areas include but are not limited to all those areas and spaces in the Building whether covered, open or enclosed of which the right to the use or enjoyment thereof does not belong to any one or more owners to the exclusion of the other owners (save and except the Residential Common Areas and the Car Park Common Areas) and shall include (but not limited to) Visitors’ Parking Spaces (i.e. spaces for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Building in accordance with Special Condition No. (21)(a)(iii) of the Government Grant), Two Parking Spaces for the Disabled Persons (i.e. spaces for the parking of motor vehicles by disabled persons in accordance with Special Condition No. (21)(b) of the Government Grant), Loading and Unloading Spaces (i.e. spaces for the loading and unloading of goods vehicles in accordance with Special Condition No. (22) of the Government Grant), telecommunication and broadcasting equipment room, canopies, architectural features (other than those forming part of a Unit), Slope, Greenery Areas on

Slope, open passages, entrances, walkways, ramps, landings, refuse storage and material recovery chambers, voids, transformer room, fire control room, emergency generator room, switch room, fan room for basement ventilation, corridors, main entrance, lift lobby on the Basement Floor of the Building, management office, management committee office (if any), staircases leading from the Basement Floor to the Ground floor, signage areas, Guard Kiosk on G/F, telecommunications and broadcasting services Room, Sprinkler Pump Room for Block 1, Block 2, Basement & G/F, Sprinkler Water Tank for Block 2, Basement & G/F, F.S. Water Pump Room for Block 1, Block 2, Basement & G/F, F.S. Water Tank for Block 2, Basement & G/F and other spaces or areas containing Estate Common Facilities for the common use and benefit of the owners, occupiers and/or licensees of the Building and the bona fide visitors thereof and which are (insofar as the same are capable of being identified on plan) shown coloured Pink on the plan(s) annexed hereto EXCLUDING such areas within the Building as shall form part of a Unit and EXCLUDING the exclusive right to the use occupation and enjoyment of which belongs or is capable of being assigned to an owner but INCLUDING such parts and/or areas of the Land or the Building as may at any time be designated as Estate Common Areas by the Registered Owner in accordance with the provisions of this Deed.

“Estate Common Facilities”

All those facilities equipment machines apparatus and installations for the common use and benefit of the owners (save and except the Residential Common Facilities and the Car Park Common Facilities) of the Building but which no owner has the exclusive right to use or enjoy and shall include (but not limited to) transformer, control panels, valves, meters, signages, pumps, emergency generator, sewers (including any sewer, drain or pipe constructed by the Registered Owner on or beneath Government land serving the Building or any part thereof), drains (including any road drainage systems passing through the Land), sprinkler inlets, fire services inlets, drains, watercourses, ducts, pipes, gutters, switches and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Building, wires and cables, public lighting systems, lift, doors, ducts, water tanks



and water supply planters mains, cat-ladder, sprinkler system, fans, public address system, communal television antennae, satellite dish, radio aerials, cable television antennae, other telecommunications antennae, and other electrical equipment for the common use and benefit of the Building and mechanical and sanitary installations, refuse disposal equipment, fire prevention and fighting equipment and apparatus, security systems and apparatus, 4-metre high (from the ground) noise barrier of the Noise Mitigation Measures erected on the Ground Floor of the Development as more particularly set out and specifically referred to as Item 8 in the Seventh Schedule hereto and denoted in Clause (3) of the Eighth Schedule hereto for reduction of noise impact due to road traffic noise and noise insulation and any other systems, services, devices, fittings and facilities provided or installed which are for the general service of the Building shown coloured Pink on the plan(s) annexed hereto.

“Flat”	A unit of residential accommodation in the Building intended for separate domestic occupation.
“Flat Roof”	The flat roofs on 1/F, 18/F and Roof Floor of the Building.
“Fire Safety Management Plan”	means the fire safety management plan for open kitchen design in respect of the Building approved or accepted by the Fire Services Department including any subsequent amendments thereof.
“Government”	The Government of the Hong Kong Special Administrative Region, or where the context requires, the Central People’s Government of the People’s Republic of China.
“Government Grant”	The Government Grant document or documents of title, including New Grant No. 21722 or any subsequent variations or modifications thereof, setting forth the rights and entitlements granted by the Government to the Registered Owner in respect of the Land and in particular the lease term entitlements.
“Greenery Areas”	The greenery areas provided for the common use and benefit of the owners and occupiers of the Units in accordance with this Deed and such greenery areas are

	shown coloured green dotted black or pink dotted black on the Ground Floor Plan certified as to their accuracy by the Authorized Person and annexed hereto.
“Hong Kong”	The Hong Kong Special Administrative Region of the People’s Republic of China.
“House Rules”	The house rules and regulations governing the Land and the Building from time to time in force made pursuant to Clause 30 of the Third Schedule of this Deed.
“Land”	All That piece or parcel of ground registered in the Land Registry as the Lot.
“Lot”	Tsing Lung Tau Lot No.70
“Maintain”	Repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, employ, amend, keep, replace, improve, decorate and paint or such of the foregoing as may be necessary or applicable in the circumstances and in the interest of good management and “maintenance” shall be construed accordingly.
“Management”	All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
“Management Expenses”	All costs, charges and expenses necessarily and reasonably incurred in the management and maintenance of the Land and the Building in accordance with the provisions of this Deed and the Government Grant.
“Management Fund”	All monies recovered or held by the Manager pursuant to this Deed except only the Manager’s Remuneration.
“Management Shares”	All those shares allocated to the Units in the Building in manner as set out in the Sixth Schedule hereto by reference to which the proportion of Management Expenses to be borne by the Owners is to be calculated.
“Manager”	SAVILLS PROPERTY MANAGEMENT LIMITED (第一太平戴维斯物业管理有限公司) or (as the case may be) any other person, firm or company from time to time elected by the owners and appointed as manager under the powers herein contained or the

	Owners' Committee when the Owners' Committee is undertaking the management of the Land and the Building.
"Manager's Remuneration"	The remuneration of the Manager as provided herein.
"Motor Cycle Parking Spaces"	Such spaces in the Building for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Building and their bona fide guests, visitors or invitees according to the plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the Lot in accordance with Special Conditions Nos. (21) and (27) of the Government Grant.
"Noise Mitigation Measures"	All or any of the noise mitigation measures approved by the Director and the Director of Environmental Protection forming part(s) of the Estate Common Facilities, the Residential Common Facilities and/or the Residential Units and provided within the Development and any subsequent amendments thereto (if any) approved by the Director and the Director of Environmental Protection pursuant to Special Condition No. (39) of the Government Grant and which are marked "NOISE MITIGATION MEASURES" on the plan(s) annexed hereto. The Noise Mitigation Measures forming part(s) of the Estate Common Facilities, the Residential Common Facilities and the Residential Units respectively are set out in the Seventh Schedule hereto with the locations thereof set out in the Eighth Schedule hereto.
"Occupation Permit"	A permanent occupation permit issued by the Building Authority under section 21 of the Buildings Ordinance (Cap. 123).
"Open Kitchen Unit"	A Residential Unit of which the kitchen is of open kitchen design in that the kitchen is not separated from the rest of the Residential Unit by full enclosure comprising walls and door. The Open Kitchen Units are Flats D1, E and F of 1/F-17/F of Block 1 and Flats D2, E and F of 1/F-17/F of Block 2 of the Building (except that there is no 4/F, 13/F and 14/F in the designation of floor level of the Building) the Building AND Open Kitchen Units shall be construed

accordingly.

“Ordinance”	The Building Management Ordinance (Cap.344) and any statutory amendments, modifications or re-amendments thereof.
“Owner(s)”	The Registered Owner, the First Purchaser and any person who may hereafter become the registered owner under the Land Registration Ordinance (Cap.128) of any undivided share(s), including joint tenants or tenants in common and its or his or their executors, successors and assigns or his mortgagee/chargee in possession or one who has foreclosed and references to the owner or owners of any part of the Building shall mean the owner or owners for the time being whose undivided share(s) entitle him or them to the exclusive right to hold use occupy and enjoy that part of the Building.
“Owners’ Committee”	A committee of all the Owners of the Building established under Clause (18) of this Deed.
“Owners’ Corporation”	The owners’ corporation in accordance with s.8 of the Ordinance, if any, duly incorporated by the owners of the Building and registered under the Ordinance.
“Plans”	The general building plans and specification for the development of the Lot drawn up by LCK Architects Ltd. approved by the Building Authority under B.O.O. Ref. No. 2/9163/14 and includes any approved amendments thereto and any further plans for the development of the Lot as shall be approved by the Building Authority.
“Relevant Authority”	All governmental departments or others acting under or with the authority of the Government.
“Recreational Areas”	Such part of the Residential Common Areas as designated as Recreational Areas in accordance with the provisions of this Deed for the use and enjoyment of the Recreational Facilities and which are shown coloured Green on the plan(s) annexed hereto.
“Recreational Facilities”	All those recreational facilities provided in accordance with Special Condition No. (10) of the Government Grant, include the owners’ clubhouse, swimming pool,

ancillary male and female changing rooms, accessible unisex toilet, pool deck, gymnasium, function room, mini theatre and children's play room on the Ground Floor and any of them and any other recreational facilities constructed in accordance with the Plans.

“Residential Common Areas”

Such areas of the Residential Premises for the common use and benefit of the owners and occupiers of the Residential Units but which the right to use or enjoy does not belong to any one or more owners of the Residential Units to the exclusion of the other and which are (insofar as the same are capable of being identified on plan) shown coloured Green on the plan(s) annexed hereto; and such areas as shall from time to time be designated as common areas by the owner(s) of the Residential Units in accordance with the provisions of this Deed and/or any Sub-Deed of Mutual Covenant or any documents of similar nature made pursuant to this Deed for the common use and benefit of the owner(s) of the Residential Units only and shall include (but not limited to), external wall, canopies, architectural features, swimming pool, pool deck, ancillary male and female changing rooms, accessible unisex toilet, female lavatory 1 & 2, male lavatory 1 & 2, gymnasium, function room, Owners' Corporation Office, mini theater, children's play room, Common Roof, open passages, entrances, walkways, ramps, landings, transfer slabs, voids, mail boxes, electrical room, electrical low voltage room, water meter cabinet, refuse storage and material room, corridors, main entrance, lift lobbies (save and except the lift lobby on the Basement Floor of the Building), lift pit, lift shaft, lift, staircases (including the staircase leading from the Ground Floor to the Upper Roof Floor, fire service tank(s), pipe ducts/service ducts, signage areas, gas control room, sewage treatment plant room, areas for the maintenance of drainage works (including flat roofs respectively on 1/F between Flat B and Flat C of Block 1, on 1/F between Flat B and Flat C of Block 2, on 1/F adjacent to Flats A, B, C, D1, E, F of Block 1 and on 1/F adjacent to Flat A of Block 2), Stores, Guard rooms and Lavatories for management staff and Owners' Corporation, Pool Filtration Plant Room, R.C. Surge Tank, Sprinkler Water Tank for Block 1, Potable & Flushing Pump Room, Membrane Biological Reactor Tank, Sauna, Landscaped Roof, Greenery Areas,

fountain pool, garden on G/F, water feature on G/F, any other structure or floor space referred to in Special Condition No. (45)(b)(i) if so required by the Director (if any), the area or areas landscaped in accordance with Special Condition No. (12)(e) of the Government Grant and other spaces or areas containing the Residential Common Facilities and in particular the Recreational Areas with the Recreational Facilities (including but not limited to the Exempted Facilities provided under Special Condition No. (10)(c)(i) of the Government Grant) thereon for the common use and benefit of the owners, occupiers and/or licensees of the Residential Unit(s) and the bona fide visitors thereof.

“Residential Common Facilities” All those facilities equipment machines apparatus and installations which are for the common use and benefit of the owners and occupiers of the Residential Units but which the right to use or enjoy does not belong to any one or more owners of the Residential Unit(s) to the exclusion of the other and shall include but not limited to the Recreational Facilities, control panels, valves, meters, signages, pumps, sewers (including any sewer, drain or pipe constructed by the Registered Owner on or beneath Government land serving the Building or any part thereof), drains (including any road drainage systems passing through the Land), drains, ducts, pipes, gutters, switches and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Building, wires and cables, public lighting systems, the Building Maintenance Unit(s), vertical acoustic louvres and horizontal acoustic louvres of the Noise Mitigation Measures as more particularly set out and respectively referred to as Items 6 and 7 in the Seventh Schedule hereto and denoted in Clause (2) of the Eighth Schedule hereto for reduction of noise impact due to road traffic noise, lift, doors, ducts, caretaker’s counter, water tanks and water supply planters mains, mail boxes, cat-ladder, sprinkler system, fans, public address system, communal television antennae, satellite disk, radio aerials, cable television antennae, other telecommunications antennae, and other electrical equipment for the common use and benefit of the Building and mechanical and sanitary installations, refuse disposal equipment, fire prevention and fighting equipment and apparatus, security systems

and apparatus and any other systems, services, devices, fittings and facilities provided or installed which are for the general service of the Building.

“Residential Parking Spaces”	Such spaces on the Basement Floor of the Building for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Building and their bona fide guests, visitors or invitees according to the plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the Lot in accordance with Special Conditions Nos. (21) and (27) of the Government Grant.
“Residential Premises”	All those portions on the 1 <sup>st</sup> Floor up to Roof Floor of the Building which are intended for residential use as permitted by the Occupation Permit.
“Residential Unit(s)”	The areas or spaces of the Residential Premises including any flat and/or portion of the Flat Roof, balcony or utility platform thereof (if any) and special designed window, pelmet with sound absorption material, ceiling with sound absorption material, special designed balcony, special designed flat roof on 1/F of Block 1 and fixed glazing of the Noise Mitigation Measures as more particularly set out and respectively referred to as Items 1, 2, 3, 4, 4A and 5 in the Seventh Schedule hereto and denoted in Clause (1) of the Eighth Schedule hereto for reduction of noise impact due to road traffic noise and for noise insulation or any part thereof or room the exclusive right to the use occupation and enjoyment of which belongs or is capable of being assigned to an owner.
“Simple Majority”	In relation to a resolution of the Owners’ Committee, a resolution passed by a simple majority means a resolution that has been passed by more than 50% of the members present and voting whereas in relation to a resolution of a meeting of the owners, a resolution passed by a simple majority means a resolution passed by a majority of votes of Owners voting either personally or by proxy and supported by Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote either personally or by proxy.

“Slope”	Such slopes, slopes treatment works, retaining walls and/or other structures within or outside the Land or the Building the maintenance of which is the liability of the Owners under the provisions of the Government Grant or this Deed.
“Special Fund”	The fund to be established and maintained by the Manager pursuant to Clause 10 to provide for expenditure of a capital nature or of a kind not expected to be incurred annually required for the management and maintenance of the Land and/or the Building.
“Telecommunications and Broadcasting Equipment Room”	Such areas as specified under Clause 27 of this Deed.
“Undivided Shares”	All Those equal undivided parts or shares of and in the Land and the Building allocated as set out in the Fourth Schedule hereto.
“Unit(s)”	The areas or spaces on or in the Land and/or the Building including Residential Unit(s), Residential Parking Spaces and Motor Cycle Parking Spaces the exclusive right to the use occupation and enjoyment of which belongs or is capable of being assigned to an owner.
“Upper Roof”	The roof on top of the emergency generator room, lift shaft, water tank and pump room, staircases and other common facilities (if any) situate on the Roof of the Building.
“Waterworks Reserve Area”	The area shown coloured pink stippled black on the plan annexed to the Government Grant or such other revised area referred to in Special Condition No. (41) of the Government Grant as may be approved by the Director under sub-clause (h) of the Special Condition No. (41) of the Government Grant.

- (b) In this Deed (if the context so permits or requires) words importing the singular number shall include the plural number and vice versa, words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.

(2) THE LAND

Immediately prior to the Assignment to the First Purchaser hereinafter referred to,



the Registered Owner was the registered owner of the Land held under the Government Grant for the residue of the term of years created thereby and the Building erected on the Land subject to the payment of Government rent and to the observance and performance of the terms and conditions reserved and contained in the Government Grant.

(3) THE BUILDING

The Registered Owner has now constructed or is in the course of constructing on the Land the Building and an Occupation Permit in respect of the Building has been issued.

(4) DIVISION AND ALLOCATION OF SHARES

For the purpose of sale the Land and the Building have been notionally divided into 217931 equal undivided parts or shares which have been allocated in the manner set out in the Fourth Schedule hereto annexed Provided that upon execution of this Deed, the undivided shares allocated to (a) the Estate Common Areas and the Estate Common Facilities; (b) the Car Park Common Areas and the Car Park Common Facilities and (c) the Residential Common Areas and the Residential Common Facilities shall be assigned to and vested in the Manager free of costs or consideration who shall hold on trust for the benefit of all the owners for the time being the said undivided shares together with (a) the Estate Common Areas and the Estate Common Facilities (b) the Car Park Common Areas and the Car Park Common Facilities and (c) the Residential Common Areas and the Residential Common Facilities. In the event that an Owners' Corporation is formed under the Ordinance, it may require the Manager to assign the said undivided shares and/or transfer the management responsibilities to it free of costs or consideration, in which case, the Owner's Corporation shall hold them on trust for the benefit of all the owners Provided That nothing herein contained shall in any way fetter or diminish the rights and powers of the Manager contained in this Deed.

(5) ASSIGNMENT TO THE FIRST PURCHASER

By an Assignment of even date herewith but executed immediately prior hereto the Registered Owner assigned to the First Purchaser All Those [ ] equal undivided [ ] parts or shares of and in the Land and the Building together with the sole and exclusive right to hold use occupy and enjoy ALL THAT [ ] of the Building ("the said Assignment").

(6) PURPOSE OF THIS DEED

The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, operation, insuring, servicing, maintenance, repair, renovation and replacement of the Land and the Building where applicable and the equipment, services and common areas thereof and of defining and regulating the rights, interests and obligations of all existing and subsequent owners of any

interest in the Land and the Building.

(7) APPROVAL REQUIRED

This Deed and/or any Sub-Deed of Mutual Covenant must be in a form and contain the provisions which the Director shall approve or require and it (and any approved amendment or amendments to it) must be registered by Memorial against the Land in the Land Registry pursuant to Special Condition No. 18(a)(ii) of the Government Grant.

NOW THIS DEED WITNESSETH as follows:-

1. REGISTERED OWNER'S ENTITLEMENT IN THE BUILDING

- (a) The Registered Owner shall for the residue of the term of years granted by the Government Grant and subject to and with the benefit of the Government Grant and of this Deed have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser the entire Building (save and except the Residential Unit(s) and/or Car Park Unit(s) assigned to the First Purchaser as aforesaid) together with the appurtenances thereto and the entire rents and profits thereof and save and except that in respect of the Estate Common Areas and/or the Residential Common Areas and/or the Car Park Common Areas (if any) the exclusive use occupation and enjoyment thereof shall be subject to the rights of the owner for the time being of any undivided share of and in the Land and the Building herein contained.
- (b) There are reserved unto the Registered Owner (including its successors and assigns of any such rights and privileges) the full right and liberty at any time or times hereafter to do all or any of the following acts or deeds and to exercise all or any of the following rights and privileges:-
  - (i) Notwithstanding any other provisions herein contained, the right install construct erect and affix one or more chimneys or flue pipes or other fixtures and/or subject to the prior written approval of the Director, hang paint erect affix or otherwise install any signs (whether illuminated or otherwise) on the exterior surface of the external walls of the Building as the Registered Owner shall in its discretion think fit subject to any such chimneys or other fixtures not unduly interfering with the other owners' use and enjoyment of their Units PROVIDED ALWAYS that the Registered Owner and all persons authorised by them shall at all times observe and comply with all the laws and regulations relating to erecting maintaining dismantling and painting chimney or chimneys or other fixtures or signs and shall indemnify and keep indemnified the co-owners or occupiers for the time being of the Building against all loss damage injury costs expenses actions claims and demand whatsoever arising out of or on account of or resulting from the installation painting repair renewal removal maintenance and upkeep of any such chimney or chimneys or other fixtures or signs or

any defect therein or any failure to maintain the same in proper repair and condition PROVIDED FURTHER THAT should any such chimneys or flue pipes or other fixtures and/or such advertising or other signs and/or any other structures or facilities be on or within the Estate Common Areas and/or Car Park Common Areas and/or Residential Common Areas and Estate Common Facilities and/or Car Park Common Facilities and/or Residential Common Facilities, written approval by a resolution of the owners at an owners' meeting convened under this Deed shall be obtained before the exercise of such right and any payment received for such approval shall be credited to the special fund.

- (ii) The right to change, amend, vary, add to or alter the building plans existing at the date hereof and/or to change or alter the location user and/or the areas of any part of the Building without the concurrence or approval of any owner or any of the other parties hereto and no such change, amendment, variation, addition or alteration shall give to any owner any right of action against the Registered Owner PROVIDED THAT the exercise of the right by the Registered Owner (including its successors and assigns) contained in this Clause shall be restricted to Units which have not been sold or assigned by the Registered Owner any such change, amendment, variation, addition or alteration shall not interfere with an owner's right to hold, use, occupy and enjoy the Unit which he owns or impede the owner's right to access to his or her Unit(s).
- (iii) The right to enter into any deeds agreements or documents and/or any deed instrument documentation relating to the variation(s) or modification(s) of any of the terms of the Government Grant with the Government or with the adjoining owner(s) of other land or any other parties or otherwise for the enjoyment of the Land and the Building and/or in relation to any matter concerning the Land and the Building or any part thereof provided always that: 1) the prior approval of the Owners at an Owners' meeting has been obtained; 2) the exercise of the rights must not contravene the provisions of the Government Grant or interfere with the other owners' right to hold use, occupy and enjoy their Units or impede access to their Units; and 3) any payment received must be credited to the Special Fund. The owners hereby jointly and severally and irrevocably appoint the Registered Owner as their lawful attorneys and grant unto the Registered Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their acts and deeds deliver such deed or deeds and to sign such documents and instruments as may be necessary for or incidental to the exercise of the right referred to in this clause 1(b)(iii) by the Registered Owner.
- (iv) Notwithstanding the allocation of undivided shares as set out in the Fourth Schedule and Sixth Schedule hereto, the right at the absolute discretion of the Registered Owner and without the consent or approval of the other owners and joining in such owners to re-allocate or vary or modify the

allocation from time to time of such undivided shares provided that the prior approval of the Director of Lands has been obtained pursuant to Special Condition No. 18(a)(v) of the Government Grant.

- (v) To change the name of the Building at any time, and
- (vi) Subject to Special Condition No. (10) of the Government Grant, the right to build the Recreational Facilities on the Recreational Areas and when such Recreational Facilities or any of them are so constructed in accordance with the Plans, it shall be for the common use and benefit of the Owners of the Residential Units and their lawful tenants occupants and invitees (subject to the payment of any fees which the Registered Owner and/or the Manager may charge for its use and subject to the observance of the provisions hereof and the House Rules governing the same including rules and regulations as to its admittance as the Manager may from time to time impose).

## 2. FIRST PURCHASER'S ENTITLEMENT IN THE BUILDING

The First Purchaser shall for the residue of the term of years granted by the Government Grant and subject to and with the benefit of the Government Grant and of this Deed have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the Registered Owner the Residential Unit(s) Together with the appurtenances thereto and the entire rents and profits thereof.

## 3. EASEMENTS, RIGHTS AND PRIVILEGES

Each undivided share in the Land and the Building and the full and exclusive right and privilege to hold use occupy and enjoy any part of the Building shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements, rights, privileges, obligations, terms and conditions set out in the First Schedule hereto.

## 4. OWNERS BOUND BY COVENANTS, ETC.

The owner or owners for the time being of each undivided share in the Land and the Building shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions set out in the Second Schedule hereto.

## 5. (1) RIGHTS OF OWNERS TO ASSIGN, ETC.

Each owner for the time being of any undivided share in the Land and the Building shall have the full right and liberty without reference to the owner or owners of any other undivided share or shares in the Land and the Building or any person or persons otherwise having an interest in any other undivided share or shares in anyway whatsoever and without the necessity of making such other owner or any such other person or persons a party to the transaction to sell, assign, mortgage, charge, lease, let, license, or otherwise dispose of or deal with his share or interest in the Land and

the Building together with the said full right and privilege to hold use occupy and enjoy each part of the Building held therewith subject to and with the benefit of this Deed Provided Always and it is hereby agreed and declared that the Estate Common Areas and the Estate Common Facilities shall be used and enjoyed in common by all the owners subject always to the provisions of the Government Grant and this Deed and the House Rules and Provided that in exercising such right, no owner shall interfere with or permit or suffer to be interfered with the general amenities equipment or services provided that each owner shall comply with the House Rules and other regulations (if any) from time to time in force in respect of the Estate Common Areas, the Car Park Common Areas, the Residential Common Areas, the Estate Common Facilities, the Car Park Common Facilities and the Residential Common Facilities.

(2) CONVERSION OF AND TO COMMON AREAS

- (a) No owner (including the Registered Owner) shall have the right to convert the Estate Common Areas and the Estate Common Facilities and/or the Car Park Common Areas and the Car Park Common Facilities and/or the Residential Common Areas and the Residential Common Facilities or any part thereof to his own use or for his own benefit or to convert his part(s) of the Land and the Building or any part thereof as the Estate Common Areas or the Estate Common Facilities and/or the Car Park Common Areas and the Car Park Common Facilities and/or the Residential Common Areas and the Residential Common Facilities unless the approval by the Owners' Committee has been obtained. Any payment received for such approval shall be credited to the Special Fund.
- (b) No owner (including the Registered Owners) will have the right to convert or designate any of his own areas (i.e. areas to which he is entitled to the exclusive use, occupation or enjoyment) as common areas unless the approval by a resolution of the owners at an owners' meeting convened under this Deed has been obtained. No owner (including the Registered Owners) and no Manager will have the right to re-convert or re-designate any common areas to his or its own use or benefit.

6. RIGHT TO ENJOYMENT OF THE LAND AND THE BUILDING NOT TO BE DEALT WITH SEPARATELY FROM UNDIVIDED SHARE(S), ETC.

- (a) The right to the exclusive use occupation and enjoyment of any Unit and/or any part of the Building (if any) held therewith shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the undivided share(s) with which the same is or are held Provided Always that the provisions of this sub-clause (a) shall not extend to leases or tenancies for terms not exceeding ten years.
- (b) No portion of any Flat (together with the portion of the Flat Roof thereof or Flat Roof thereabove or balcony appertaining thereto, if any) shall be sold, assigned,

mortgaged, charged, leased or otherwise disposed of separately from the whole to the intent that each Flat (together with the Flat Roof thereof or Flat Roof thereabove or balcony appertaining thereto, if any) shall be owned and occupied as a single residence.

## 7. MANAGEMENT

### (a) Appointment of Manager

The management of the Land and the Building shall be undertaken by the Management Company as the Manager from the date of this Deed and shall continue for the term of two years and thereafter until the Management Company resigns from such appointment or the Owners' Committee elected under clause 18, pursuant to a resolution passed at a meeting of the owners in accordance with sub-clause (c) of this clause, giving notice to the Management Company to terminate such appointment.

### (b) Resignation of Manager

(i) No resignation of the Manager shall take effect unless it has previously given not less than three months' notice in writing of its 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.

(ii) Service of a notice on an owner under sub-sub-clause (i)(b) 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 the letterbox for the owner's Unit.

### (c) Termination of Manager's Appointment

(i) Subject to paragraph (v), at a general meeting convened for the purpose, the Owners' Committee or the Owners' Corporation may, by a resolution:-  
(a) passed by a majority of the votes of the owners voting either personally or by proxy; and (b) supported by the owners of not less than 50% of the undivided shares in aggregate (excluding the undivided shares allocated to the Estate Common Areas, the Car Park Common Areas and the

Residential Common Areas) terminate by notice the Manager's appointment without compensation.

- (ii) A resolution under paragraph (i) 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 been 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 are served upon the Manager within 14 days after the date of the meeting.
- (iii) Service of the notice and the copy of the resolution required to be served under paragraph (ii)(d) may be effected:-
  - (a) personally upon the Manager; or
  - (b) by post addressed to the Manager at its last known address.
- (iv) For the purposes of sub-sub-clause (i):-
  - (a) only the owners of undivided shares who pay or who are liable to pay the management expenses relating to those undivided shares shall be entitled to vote;
  - (b) the reference in sub-sub-clause (i) to "the owners of not less than 50% of the undivided shares in aggregate" shall be construed as a reference to the owners of not less than 50% of the undivided shares in aggregate who are entitled to vote.
- (v) If a notice to terminate a manager's appointment is given under this sub-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 (v) (a) 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.

- (vi) If a contract for the appointment of a Manager other than the Manager specified in this Deed (if any) contains no provision for the termination of the Manager's appointment, sub-clauses (i), (ii), (iii) and (iv) apply to the termination of the Manager's appointment as they apply to the termination of the appointment of the Manager specified in this Deed. This sub-clause operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the Manager specified in this Deed to terminate the appointment of the Manager.

(d) Appointment of New Manager by Owners' Committee

In the event of the Management Company or Owners' Committee giving notice as hereinbefore provided or any other Manager resigning from its appointment by giving notice to the owners or the Owners' Committee giving notice to any Manager to terminate its appointment, the Owners' Committee shall have power, notwithstanding any rule of law or equity relating to delegation of authority and notwithstanding that the Owners' Committee only holds office for one year at a time, to enter into an agreement with such person, firm or corporation elected as Manager by the Owners' Committee and henceforth such person firm or corporation shall become vested with all the powers and duties of the Manager hereunder. Any appointment made pursuant hereto shall be binding on all the owners for the time being of undivided shares in the Land and the Building. Provided that if for any reason, a new Manager is not appointed, the Owners' Committee shall have to undertake management of the Land and the Building until a new Manager shall be appointed. In the event the appointment of the Manager is terminated and a new Manager is appointed in accordance with this Deed, then the outgoing Manager (its liquidator or the receiver in case of the winding up or a receiving order made against it) shall assign all the Undivided Shares together with common areas and the common facilities which they represent to the new Manager free of costs or consideration.

(e) Manager Appointed as Agent of Owners

The Manager shall be appointed to act as agent for and on behalf of all owners duly authorised in accordance with the provisions of this Deed in respect of any matter concerning the common parts (including but not limited to the Estate Common Areas, Car Park Common Areas and Residential Common Areas and the Estate Common Facilities, Car Park Common Facilities and Residential Common Facilities) and to enforce and/or carry into effects the provisions of this Deed and any Sub-Deed of Mutual Covenant.

(f) Manager Responsible to all Owners as a Whole

Subject to Clause 12 hereof, the Manager shall be responsible and accountable to the owners for the time being of the undivided shares in the Land and the



Building acting collectively or through the Owners' Committee but not to owners individually.

(g) Obligations after Manager's Appointment Ends

If the Manager's appointment ends for any reason, the Manager shall:-

- (i) within two months of the date when its appointment ends prepare
  - (a) an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended; and
  - (b) a balance sheet as at the date its 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
  - (c) deliver to the Owners' Committee or the Manager appointed in its place any books or records of account, papers, documents, plans and other records which are required for the purposes of sub-sub-clauses (i)(a) and (i)(b) and have not been delivered under sub-clause (ii).
- (ii) deliver to the Owners' Committee or the Manager appointed in its place, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends any movable properties in respect of the control, management and administration of the Land and the Building that are under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the owners.

8. POWERS, DUTIES AND FUNCTIONS OF THE MANAGER

(a) Powers and Duties of Manager

Except as otherwise herein expressly provided, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for the management of the Land and the Building and without in anyway limiting the generality of the foregoing, the Manager shall have the powers, duties and functions enumerated in the Third Schedule hereto.

(b) Acts of Manager Binding

All acts and decisions of the Manager arrived at in accordance with the

provisions of this Deed shall be binding in all respects on all the owners.

9. KEEPING OF ACCOUNTS

(a) Financial Records

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 six years.

(b) Summary of Accounts

Within one month after each consecutive period of three months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period and shall display a copy of the summary and balance sheet in a prominent place in the Building, and cause it to remain so displayed for at least 7 consecutive days.

(c) Annual Accounts

Within two months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year and shall display a copy of it in a prominent place in the Building, and cause the income and expenditure account and balance sheet to remain so displayed for at least 7 consecutive days.

The first financial year for the purpose of management of the Land and the Building shall commence from the date of this Deed and shall terminate on the thirty-first day of March of the following year and thereafter each financial year shall commence on the first day of April and shall terminate on the thirty-first day of March of the following year.

(d) Details of Fund

Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Fund, and the amount of money that will be then needed.

(e) Inspection by Owners

The Manager shall

- (i) permit any owner, at any reasonable time, to inspect the books or records of accounts and any income and expenditure account or balance sheet;
- (ii) permit any owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the

accountant or auditor in respect of the income and expenditure account and balance sheet; and

- (iii) on payment of a reasonable copying charge, supply any owner with a copy of any record or document mentioned in this sub-clause requested by the owner.

(f) Auditing

The Manager shall have power to appoint a firm of Certified Public Accountants to audit at the expense of the owners the accounts and records of the Manager concerning the management of the Land and the Building and to certify the accounts prepared. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time.

(g) Appointment of Independent Auditors

If the owners at any annual general meeting of the owners shall decide or if there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that specified person.

(h) Change of Financial Year

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

10. SPECIAL FUND

- (a) The Manager shall establish and maintain a Special Fund which shall be held by the Manager as trustee for all owners, to provide for expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas, Car Park Common Areas and Residential Common Areas, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plants and machinery for the Estate Common Facilities, the Car Park Common Facilities and the Residential Common Facilities and the costs of the relevant investigation works and professional services.
- (b) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the owners, the amount to be contributed to the Special Fund by the owners in any financial year, and the time when those contributions shall

be payable.

- (c) The amount of contribution payable by each owner to the Special Fund shall be calculated by reference to the Management Shares allocated to the part(s) of the Building (particulars whereof are set out in the Sixth Schedule hereto).
- (d) The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) an interest-bearing account designed for the purposes of the Special Fund, 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 (a) and shall not use the Special Fund for payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Land and the Building.
- (e) Without prejudice to the generality of sub-clause (d), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (f) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (d) or (e) in a prominent place in the building.
- (g) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account maintained under sub-clause (d) and (e).
- (h) 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 (if any).
- (i) The payments made by the owners towards the Special Fund are neither refundable to any owner by the Manager nor transferable to any new owner.
- (j) The Registered Owner shall make the initial contribution to the Special Fund if the Registered Owner shall remain the owner of those undivided shares allocated to the Units, the construction of which have been completed and which remain unsold 3 months after the execution of this Deed or the date on which the Registered Owner 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. Except where the Registered Owner has made payments as the initial contribution to the Special Fund, the first owner of each Unit must, upon the assignment of the Unit from the Registered Owner, pay to the Manager for the Special Fund an amount equivalent to two months of the first year's budgeted management expenses.
- (k) Each owner hereby covenants with the other owners to make further periodic

contributions to the Special Fund. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of the owners at an owners' meeting convened under this Deed.

11. CONTRACTS ENTERED INTO BY THE MANAGER

- (a) Subject to sub-clauses (b) and (c), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of \$200,000 or such other sum in substitution therefor as the Relevant Authority may specify by notice in the Gazette unless-
  - (i) the supplies, goods or services are procured by invitation to tender; and
  - (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance.
- (b) Subject to sub-clause (c), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Relevant Authority may specify by notice in the Gazette unless-
  - (i) if there is an Owners' Corporation-
    - I. the supplies, goods or services are procured by invitation to tender;
    - II. the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance; and
    - III. whether a tender submitted for the purpose is accepted or not is decided by a resolution of the owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
  - (ii) if there is no Owners' Corporation-
    - I. the supplies, goods or services are procured by invitation to tender;
    - II. the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance; and
    - III. whether a tender submitted for the purpose is accepted or not is decided by a resolution of the owners passed at a meeting of owners convened and conducted in accordance with the deed of mutual covenant, and the contract is entered into with the successful tenderer.

(c) Sub-clauses (a) and (b) do not apply to any supplies, goods or services which but for this sub-clause would be required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services")-

(i) where there is an Owners' Corporation, if-

- I. the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
- II. the Owners' Corporation decides by a resolution of the owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

(ii) where there is no Owners' Corporation, if-

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

(d) Except with the prior approval by a resolution of the owners at an owner's meeting convened under this Deed, the Manager shall not carry out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual management budget.

## 12. INDEMNITY TO THE MANAGER AND OWNERS' COMMITTEE

Neither the Manager nor any servants, agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of or purported pursuance of the provisions of this Deed, any relevant Sub-Deed and/or the House Rules not being an act or omission involving criminal liability or dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager and all such persons from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Land and the Building or any act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith (save and

except legal costs, charges, expenses or fees relating to any civil or criminal proceedings (whether successful or otherwise) between or in respect of the Manager and the Owners' Committee or the Owners) and not involving criminal liability, dishonesty or negligence on the part of the Manager or any such person or persons aforesaid. The Manager shall make good at his own expense any loss or damage caused by the negligent, dishonest or criminal acts of the Manager or his staff, contractors or other person employed by the Manager. For the avoidance of doubt, no provision of this Deed shall operate to exclude, or shall be construed to have the effect of excluding, the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence of the Manager or its servants, agents or contractors and no provision of this Deed shall operate to require, or shall be construed to have the effect of requiring, any Owner to indemnify the Manager or its servants, agents or contractors from and against any action, proceedings, claim and demand whatsoever arising out of or in connection with any such act or omission.

### 13. MANAGEMENT AND OTHER EXPENSES

#### (a) Manager shall Prepare an Annual Budget

Each owner shall pay and contribute to the Manager commencing from the date of this Deed a monthly contribution and other contributions from time to time for the costs, expenses and outgoings incurred in relation to the management and maintenance of the Land and the Building. For the purpose of fixing the contributions payable by the owners an annual budget showing the estimated expenditure for the ensuing year shall be prepared by the Manager and save and except the first annual budget, the Manager shall prepare such annual budget in consultation with the Owners' Committee.

#### (b) Items to be Included in Budget

The budget shall be an estimate by the Manager of the sum which in the opinion of the Manager will be necessary to meet all the costs of maintaining, managing, repairing and improving the Land and the Building and without limiting the generality of the foregoing shall include:-

- (i) The costs and expenses in connection with the carrying out of all or any of the services and duties of the Manager as provided in this Deed.
- (ii) The Government rent and all sums payable under the Government Grant (unless and until separate demand notes are issued to individual owners of the Land and the Building) and all costs and expenses incurred in compliance or fulfillment of the terms and obligations imposed by the Government Grant.
- (iii) The remuneration of the Manager for carrying out its management duties in accordance with the provisions herein contained.

- (iv) Premium payable on any policy taken out by the Manager against damage by fire and such other risks and losses as the Manager may consider appropriate.
- (v) The cost of employing all necessary persons whether as servants, agents or advisors to provide the services requisite for the due performance of the duties of the Manager as herein set out together with the cost of providing all equipment, accommodation, clothing and materials reasonably necessary for such purposes.
- (vi) The cost of purchasing or hiring all necessary plant and equipment, including road vehicles.
- (vii) The cost of appropriate lighting for the Estate Common Areas, the Car Park Common Areas, the Residential Common Areas and external flood lighting.
- (viii) Legal and accounting fees.
- (ix) A sum for contingencies which may be increased or decreased at the Manager's sole discretion provided that any increase shall not exceed 20% of the annual management expenses (excluding those for major overhauls or replacement of facilities of a capital nature) for the previous financial year.
- (x) The cost of electricity, water, gas and other similar charges of or in connection with the Estate Common Areas, the Estate Common Facilities and any other expenses charged or assessed on or payable in respect of the Land and the Building as a whole and not in respect of the use of or consumption in any particular part or parts of the Land and the Building.
- (xi) The cost of electricity, water, gas and other similar charges of or in connection with the Car Park Common Areas, Car Park Common Facilities and the Residential Common Areas and Residential Common Facilities.
- (xii) The cost of refuse disposal.
- (xiii) The cost of the supply of salt and fresh water to the Common Areas of the Land and the Building.
- (xiv) The cost of cleansing the Estate Common Areas, Car Park Common Areas and Residential Common Areas.
- (xv) The provision of security services for the Land and the Building including the maintenance, repair, and, as necessary, the replacement of the security system (if any) installed.



(xvi) The cost of operating, maintaining, servicing and keeping in good and tenantable repair and condition (including whenever necessary the cost of replacement) the Estate Common Areas, Car Park Common Areas, Residential Common Areas, the Estate Common Facilities, Car Park Common Facilities and Residential Common Facilities, the foundations, supports, beams, gutters, the drains, water tanks, wiring, fire fighting equipment, electric pumps, pipes, conduits and all plumbing apparatus (if any), (except as regards damage caused by or resulting from any act default or negligence of any owner his or their servants agents tenants or licensees for which damage such owner shall be solely responsible).

(xvii) All water, electricity, telephone and air-conditioning charges (if any) of the guard room(s) (if any) or caretaker's office(s).

(xviii) All charges, assessments, impositions and other outgoings payable by the owners in respect of all parts of the Estate Common Areas, Car Park Common Areas and Residential Common Areas, Estate Common Facilities, Car Park Common Facilities and Residential Common Facilities.

(xix) The costs and expenses for decorating the Land and the Building during Christmas and Chinese New Year and other festive occasions.

(xx) Monies paid out of the Special Fund to meet major works of a capital or non-recurrent nature pursuant to Clause 10.

(xxi) Any other items of expenditure which are in the absolute discretion of the Manager considered to be necessary for the administration and management of the Land and the Building.

(c) Calculation of Amount of Contribution

The amount of the monthly or other contribution payable by each owner to the annual budget shall be specified by the Manager from time to time by notice in writing and shall be determined and/or apportioned between the Owners in the manner hereinafter appearing (in respect of which the Manager shall keep separate management accounts and budgets):-

- (i) As regards any portion of the costs expenses and outgoings for the management and maintenance of the Land and the Building as aforesaid as shall in the opinion of the Manager (whose decision shall be conclusive for all purposes subject to consultation with the Owners' Committee (if formed) except for the first annual budget as provided in sub-clause (a) of this clause) be expended for the benefit of all owners or is referable to the Land and the Building as a whole (including but without prejudice to the generality of the foregoing the Estate Common Areas and Estate Common Facilities, the Government rent payable in respect of the Land and the

Building, the amounts expended or incurred in fulfillment of the obligations under the Government Grant, the remuneration of the Manager, the insurance premia of the Land and the Building) such portion shall be paid and contributed by all the owners by reference to the Management Shares allocated to the part(s) of the Building (particulars whereof are set out in the Sixth Schedule hereto).

- (ii) As regards any portion of the said costs expenses and outgoings as shall in the opinion of the Manager (whose decision shall be conclusive for all purposes subject to consultation with the Owners' Committee except for the first annual budget as provided in sub-clause (a) of this clause) be specifically referable to or is being expended for the Residential Premises, the Residential Common Areas, the Residential Common Facilities or such part(s) of the Building solely for the benefit of the owner(s) of the Residential Premises, the full amount shall be paid by the owner(s) of the Residential Premises in the proportions of their Management Shares.
- (iii) As regards any portion of the said costs expenses and outgoings as shall in the opinion of the Manager (whose decision shall be conclusive for all purposes subject to consultation with the Owners' Committee except for the first annual budget as provided in sub-clause (a) of this clause) be specifically referable to or is being expended for the Car Park Units, the Car Park Common Areas, the Car Park Common Facilities or such part(s) of the Building solely for the benefit of the owner(s) of the Car Park Units, the full amount shall be paid by the owner(s) of the Car Park Units in the proportions of their Management Shares.
- (iv) As regards any portion of the said costs expenses and outgoings as shall in the opinion of the Manager (whose decision shall be conclusive for all purposes subject to consultation with the Owners' Committee except for the first annual budget as provided in sub-clause (a) of this clause) be specifically referable to or is being expended for a particular Unit, and no owner of any other Unit shall receive any material benefit therefrom, the full amount shall be paid by the owner of that particular Unit.

(d) Further Contribution to Meet Deficiency

In the event the total contributions receivable under sub-clause (c) of this clause by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each owner shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as aforesaid and shall be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the owners. If there should be any surplus after payment of all the costs charges and expenses then the surplus shall be held by the Manager in a bank account and shall only be applied by the Manager in or towards payment of such future

costs and expenses.

(e) Each Owner to Pay His Fair Share

- (i) The Owner (including the Registered Owner) of any Unit(s) of the Land and the Building shall be personally liable to make the above payment to the Manager whether or not his Unit(s) is vacant or occupied and whether or not the Unit(s) has been let or leased to a tenant or is occupied by the owner himself or any other person, provided always that no owner may be called upon to pay more than his fair share, having regard to the number of the management shares allocated under the Sixth Schedule hereto.
- (ii) Each Owner shall pay in full a due proportion of the costs and expenses mentioned in this Clause (being the Management Expenses) whether or not his Unit is occupied. The Registered Owner shall pay all the Management Expenses for the Units unsold Provided that no Management Expenses shall be payable in respect of those Undivided Shares allocated to such part of the Building, the construction of which has not been completed, except to the extent that such uncompleted part benefits from the provisions of this Deed as to management and maintenance Provided that the Manager or the Owners' Corporation shall not be liable to pay the Management Expenses in respect of the common areas undivided shares held by them pursuant to this Deed.
- (iii) The Manager shall be entitled to charge the Owner concerned a reasonable administrative fee for granting and processing any consent (which said consent shall not be unreasonably withheld) required from the Manager pursuant to this Deed Provided that such consideration shall be held by the Manager for the benefit of all Owners and be paid and credited into the Special Fund.
- (iv) The Manager shall from time to time notify each Owner in writing in the manner hereinafter mentioned of the amount of the Management Expenses estimated as aforesaid and such amount shall be payable by each Owner monthly in advance from the commencement of the month immediately following the date of notification.

(f) Management Expenses Deposit, etc.

- (i) Each owner (with the exception of the Registered Owner but not its assigns) shall at the time of completion of the assignment in respect of the purchase of any part of the Land and the Building and/or prior to being given possession of the part(s) of the Land and the Building owned by him:-
  - I. pay to the Manager a management deposit (hereinafter referred to as "the Management Deposit") in respect of his Unit equivalent to three months' Management Expenses for the time being payable in

respect of the Unit held by such Owner as security against his liabilities under this Deed and the Management Deposit shall be placed in a specially designated Bank Account the title of which shall refer to the Management Deposit of the Building Provided Always that no Owner may refuse to pay any money payable by him under this Deed or any part thereof by claiming any set off against the Management Deposit Provided Further that in the case of change of ownership of any Unit, the Management Deposit in respect of such Unit shall be transferred to the account of the new Owner and the previous Owner shall have no claim for any refund;;

- II. pay to the Manager two months' Management Expenses in respect of his Unit as payment in advance of the Management Expenses;
- III. pay to the Manager two months' Management Expenses in respect of his Unit as his initial contribution to the Special Fund; and
- IV. pay to the Manager one month's Management Expenses in respect of his Unit as debris removal fee.

Provided that the funds and fees referred to in sub-clauses III and IV above shall be non-refundable and non-transferable in the case of change of ownership of any Unit Provided Further that any debris removal fee not used for debris removal shall be paid into and credited into the Management Fund.

- (ii) The Registered Owner shall pay the Management Deposit, the initial contribution to the Special Fund and the debris removal fee if it remains the Owner of those Undivided Shares allocated to the Units in that part of the Building the construction of which has been completed and which remain unsold 3 months after execution of this Deed. In the event the Registered Owner shall assign such Units or each of them to new Owners, the Management Deposit paid hereunder shall be transferred to the account of the new Owners of such Units or each of them. All outgoings including Management Expenses and Government Rents in respect of all Units held by the Registered Owner up to and inclusive of the date of the relevant assignment(s) of the relevant Unit(s) or each of them shall be paid by the Registered Owner.

(g) Additional Contribution to Special Fund

Each owner shall from time to time pay to the Manager such additional or further periodic contribution(s) to the Special Fund upon receipt of a notice from the Manager specifying the amount and time for payment duly determined by a resolution of the owners at an owners' meeting convened under this Deed.

14. DETERMINATION OF THE TOTAL AMOUNT OF MANAGEMENT

## EXPENSES

- (a) Subject to sub-clauses (c), (e), (f), and (h) of this clause, the total amount of Management Expenses payable by the owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Land and the Building shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this clause.
- (b) In respect of each financial year, the Manager shall:-
  - (i) prepare a draft budget setting out the proposed expenditure during the financial year;
  - (ii) 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 and cause it to remain so displayed for at least 7 consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft 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;
  - (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;
  - (v) 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, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this clause before the start of that financial year, the total amount of the Management Expenses for that year shall:-
  - (i) until it has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;
  - (ii) when it has 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.
- (d) Where a budget has been sent or displayed in accordance with sub-clause (b)(v) of this clause and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised budget as apply to the draft budget and

budget by virtue of sub-clause (b) of this clause.

- (e) Where a revised budget is sent or displayed in accordance with sub-clause (d) of this clause, 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.
- (f) If there is an Owners' Corporation and, within a period of one month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clauses (b) or (d) of this clause, 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 (b) or (d) of this clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (g) If any owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) Prior to the formation of the Owners' Corporation, the owners at an owners' meeting convened under this Deed must have power to require the annual accounts to be audited by an independent auditor of their choice.
- (i) 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.

## 15. INTEREST AND RECOVERY OF MANAGEMENT EXPENSES

- (a) Time for Payment of Management Expenses, etc.

The Manager shall determine the sum which each owner shall contribute towards the budget on the basis of clause 14 hereof and shall determine the time and manner of payment and unless so determined by the Manager as aforesaid each owner shall pay to the Manager such owner's contribution towards the management and other expenses from the date of this Deed and thereafter on the first day of each and every of the following calendar months.

- (b) Default in Payment

If any owner shall fail to pay any amount payable under this Deed including but not limited to the deposit(s), the initial contribution and additional contribution(s) to the Special Fund and the monthly contribution to the budgeted expenses, within 30 days of demand, then the Manager shall be

entitled to do any or all of the following, namely:

- (i) to discontinue providing management services to such defaulting Owner, his tenants, lessees, employees, licensees and visitors provided that notwithstanding anything contained in this Deed or any relevant Sub-Deed to the contrary, no provision of this Deed or any relevant Sub-Deed shall operate to empower, or shall be construed to have the effect of empowering, any person (including the Manager) to interrupt the 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;
- (ii) to recover from the defaulting Owner who fails to pay sums due under the provisions of this Deed within 30 days of demand interest on the defaulted amount at the rate of 2% per annum above the prime rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited from the date on which the same become due and payable until the date of payment (such interest when collected shall be credited to the Special Fund);
- (iii) to recover from the defaulting Owner who fails to pay sums due under the provisions of this Deed within 30 days of demand a collection charge not exceeding 10% of the defaulted amount to cover the costs (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default which said collection charge when collected shall be credited to the Special Fund; and
- (iv) to recover from the defaulting Owner all legal costs (on a solicitor and own client basis) relating to the recovery of the defaulted sum and interests and/or collection charge and/or all sums payable under this Clause.

(c) Amounts Recoverable by Civil Action

All amounts which become payable by any owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by distraint or civil action at the suit of the Manager (and the claim in any such action may include a claim for the solicitor and own client costs of the Manager in such action and the defaulting owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the owners as a whole and no owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

(d) Amount Unpaid to be Charged on Undivided Shares

In the event of any owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed within 30 days of demand the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in sub-clause (b) of this clause and in registering the charge hereinafter referred to, shall stand charged on the undivided share or shares of the defaulting owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the undivided share or shares of the defaulting owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied.

(e) Enforcement and Priority of Charge

Any charge registered in accordance with the last preceding sub-clause shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the undivided share or shares of the defaulting owner together with the right to the exclusive use, occupation and enjoyment of the part(s) of the Land and the Building held therewith and the provisions of sub-clause (d) of this clause shall apply equally to any such action.

(f) The Manager shall further have power to commence proceedings for the purpose of enforcing the observance and performance by any owner or any person occupying any part of the Land and the Building through under or with the consent of any such owner of the covenants, conditions and provisions of this Deed and the House Rules made hereunder and of recovering damages for the breach non-observance or non-performance thereof. The provisions of sub-clause (c), (d) and (e) of this clause shall apply to all such proceedings.

(g) All damages recovered in any such proceedings shall be held as part of the funds for the management of the Land and the Building and be applied accordingly.

16. MANAGEMENT FUND AND BANK ACCOUNT

(a) The Manager shall be deemed to be a trustee for and on behalf of the owners in respect of all moneys and deposits collected by the Manager in the exercise of its powers and duties hereunder and unless otherwise determined by the Owners' Committee must pay these moneys into a specially designated interest-bearing account maintained by the Manager who shall use that account exclusively in respect of the management of the Land and the Building.

(b) Without prejudice to the generality of sub-clause (a) of this clause, if there is



an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the management of the Land and the Building.

- (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clauses (a) or (b) of this clause in a prominent place in the building.
- (d) Subject to sub-clauses (e) and (f) of this clause, the Manager shall without delay pay all money received by him in respect of the management of the Land and the Building into the account opened and maintained under sub-clause (a) of this clause or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) of this clause.
- (e) Subject to sub-clause (f) of this clause, the Manager may, out of money received by him in respect of the management of the Land and 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).
- (f) The retention of a reasonable amount of money under sub-clause (e) of this clause or the payment of that amount into a current account in accordance with that subparagraph and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap.155), the title of which refers to the management of the Land and the Building.
- (h) Only Owners have Interest in Management Funds etc.

Any person ceasing to be an owner shall in respect of the undivided share or shares of which he ceases to be the owner thereupon cease to have any interest in the funds held by the Manager (including the Special Fund and the deposit(s) paid under this Deed) to the intent that all such funds shall be held and applied for the management of the Land and the Building irrespective of changes in ownership of the undivided shares PROVIDED that any such deposit(s) may be transferred into the name of the new owner of such undivided shares and the payments made by the owners towards the Special Fund are neither refundable to any owner by the manager nor transferable to any new owner AND PROVIDED further that upon the rights and obligations hereunder being released as provided in clause 20 hereof or upon the Land reverting to the Government and no renewal of the Government Grant or further Government

Grant being obtainable any balance of the said funds shall be divided proportionately between the owners of the undivided shares immediately prior to such release or reversion.

17. REMUNERATION OF THE MANAGER

- (a) The remuneration of the Manager shall be payable by the owners on a monthly basis as part of the sum due under the provisions of the preceding clauses.
- (b) The remuneration of the Manager for the first year commencing from the date of this Deed shall initially be fixed at 7% of the first year's budgeted expenditure for the total management costs necessarily and reasonably incurred in the good and efficient management of the Land and the Building (but excluding the Manager's remuneration) and such remuneration shall be adjusted to equal to 7% of the actual expenditure when the audited accounts for the first year have been certified.
- (c) Subject to sub-clause (b) of this clause, the remuneration of the Manager for the performance of its duties as manager of the Land and the Building shall be a sum equal to 7% of the total expenditure for the total management costs and charges during the preceding year as certified in the audited accounts for the preceding year.
- (d) The owners may by a resolution passed at a meeting of the owners held in accordance with this Deed hereof resolve to vary the remuneration of the Manager.
- (e) For the purpose of calculating the Manager's remuneration, the total Management Expenses, costs and charges incurred in the management of the Land and the Building or any portion of it shall exclude (i) the Manager's remuneration itself and (ii) any capital expenditure or expenditure drawn out of the Special Fund Provided that by a resolution of the owners at an owners' meeting convened under this Deed, any expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's remuneration at the rate applicable under sub-paragraph (b) or (c) above or at any lower rate as considered appropriate by the owners.

18. OWNERS' COMMITTEE

- (a) There shall be an Owners' Committee consisting of 9 members (comprising 8 members from the Residential Units and 1 member(s) from the Car Park Units) or of such number of members as the owners may from time to time by resolution at a meeting of the owners decide.
- (b) As soon as practicable but not later than nine months from the date of this Deed, the Manager shall convene the first meeting of all the owners (and to call further and subsequent meetings if required) to appoint an Owners' Committee

including a chairman or shall appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance Provided that during the existence of an Owners' Corporation, the general meeting of the Owners' Corporation convened under the Ordinance will take the place of the owners' meeting convened under this Deed, and where a management committee of the Owners' Corporation is or has been appointed, the management committee will take the place of the Owners' Committee. The chairman and the other members of the Owners' Committee shall be elected by secret ballot by the owners and the following persons shall be eligible for election to the Owners' Committee Provided that in no circumstances shall more than one person from a Unit may stand for election as a Committee member of the Owners' Committee:-

- (i) 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 Owners' Committee and may be revoked at any time on notice in writing given to the Owners' Committee.
  - (ii) The husband or wife of any owner or any adult member of the family of any owner duly authorised in writing by such owner provided that such husband, wife or adult member of the family resides in the Building.
- (c) An elected member of the Owners' Committee shall hold office until the annual general meeting of owners next following his appointment or election provided that:-
- (i) The member shall nevertheless cease to hold office if:-
    - (a) he resigns by notice in writing to the Owners' Committee.
    - (b) he ceases to be eligible.
    - (c) he is removed from office by the owner he represents.
  - (ii) If at any annual general meeting at which an election of members of the Owners' Committee should take place, the office of the retiring members or any of them is not filled, or if in any year no annual general meeting is held, the Owners' Committee shall continue in office until the next annual general meeting.
- (d) Retiring members of the Owners' Committee shall be eligible for re-election provided that the conditions set out in sub-clause (a) of this clause are satisfied.
- (e) The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not reduced below three (3) provided that if the number is reduced below three (3), the remaining members of the Owners'

Committee may act for the purpose only of convening the meeting(s) of the owners for the purpose of electing other eligible persons to be members of the Owners' Committee.

- (f) Any one or more members of the Owners' Committee may be removed from office by resolution of the owners at an extraordinary general meeting convened for the purpose and at any such Meeting, new members of the Owners' Committee may be appointed in the place of those removed from office.
- (g) The Owners' Committee shall have full power to make rules and bye-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or bye-law shall be contrary to or inconsistent with the provisions of this Deed.
- (h) (i) The Officers of the Owners' Committee shall be :-
  - (a) The Chairman.
  - (b) The Secretary.
  - (c) Such other officers (if any) as the Committee may from time to time elect.
- (ii) The Chairman of the Owners' Committee shall be appointed in a meeting of the owners whereas the other Officers shall be elected by the members of the Owners' Committee at its first meeting which shall be held as soon as reasonably possible after its initial appointment or subsequent elections herein referred to and at such other times as may be necessary.
- (iii) All casual vacancies in the Officers shall be filled by election or appointment for the current term by the members of the Owners' Committee as they may from time to time determine.
- (i) A meeting of the Owners' Committee may be called at any time by the Chairman on his own initiative or at the request of 2 members of the Owners' Committee.
- (j) Notice of a meeting of the Owners' Committee shall be served by the person or persons convening the meeting upon each member of the Owners' Committee at least seven days before the date of the meeting, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed.
- (k) Service of a notice required to be served under sub-clause (j) of this clause may be effected:-
  - (i) personally upon the member of the Owners' Committee; or

- (ii) by post addressed to the member of the Owners' Committee at his last known address; or
  - (iii) by leaving the notice at the member's Unit or depositing it in the letter box for that member's Unit.
- (l) (i) The quorum for a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or three such members, whichever is the greater.
- (ii) Each member shall have one vote on a question before the Owners' Committee.
- (iii) A resolution passed at a meeting of the Owners' Committee by a simple majority of the members present and voting shall be deemed to be validly passed.
- (iv) In the event of an equality of votes, the chairman of the meeting at which such votes are cast shall have, in addition to a deliberative vote, a casting vote.
- (v) A resolution in writing signed by all members shall be as valid and effectual as if it has been passed at a duly convened meeting of the Owners' Committee.
- (m) A meeting of the Owners' Committee shall be presided over by :-
- (i) the Chairman; or
  - (ii) in the absence of the Chairman, a member of the Owners' Committee appointed as chairman for that meeting.
- (n) During such time as a manager is acting as the Manager of the Land and the Building, the Owners' Committee shall have power to :-
- (i) advise the Manager in its preparation of the annual budget and any revised budget as herein provided.
  - (ii) exercise all other powers and duties conferred on the Owners' Committee by virtue of this Deed.
  - (iii) review the House Rules made from time to time by the Manager.
  - (iv) undertake such other duties, as the Manager may, with the approval of the Owners' Committee delegate to them.

- (o) In the event of resignation or termination of service of a manager and prior to the appointment of any new manager, the Owners' Committee shall be responsible for and shall have full power to undertake the management of the Land and the Building and to exercise all the powers conferred on the Manager by this Deed.

#### 19. MEETINGS OF THE OWNERS

From time to time as occasion may require there shall be meetings of the owners for the time being of the undivided shares in the Land and the Building to discuss and decide matters concerning the same and in regard to such meetings the following provisions shall apply:-

- (a) One such meeting to be known as the Annual General Meeting shall be held, in so far as is practicable, once in each calendar year commencing on the date of this Deed for the purpose of receiving and approving the Manager's report and accounts for the previous year, electing the members of the Owners' Committee and transacting any other business of which due notice is given in the notice convening the meeting.
- (b) A meeting may be validly convened by the Manager or the Owners' Committee or an owner appointed to convene such a meeting (hereinafter called "the Appointed Owner") by those owners of the Land and the Building who in the aggregate have vested in them for the time being not less than 5% of the undivided shares in the Land and the Building.
- (c) The person convening the meeting of owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each owner. Every notice of such meeting shall be in writing specifying the place, date and time of the meeting, the resolutions (if any) that are to be proposed at the meeting and the matter or matters to be discussed.
- (d) Service of a notice required to be served under sub-clause (c) may be effected:-
  - (i) by delivering it personally to the owner;
  - (ii) by post addressed to the owner at his last known address; or
  - (iii) by leaving the notice at the owner's Unit or depositing it in the letter box for that owner's Unit.
- (e) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. The quorum at a meeting of owners shall be 10% of the Owners, and, for the purposes of this sub-clause, the reference in this sub-clause to "10% of the Owners" shall (a) be construed as a reference to 10% of the number of persons who are owners without regard to their

ownership of any particular percentage of the total number of Undivided Shares; and (b) not be construed as the Owners of 10% of the Undivided Shares in aggregate.

- (f) A meeting of the owners shall be presided over by the Chairman of the Owners' Committee or, in his absence, by an owner appointed by the owners as chairman for that meeting. If the meeting of the owners is convened by the Manager or the Appointed Owner (referred to in sub-clause (b) of this clause), the meeting shall be presided over by the Manager or the Appointed Owner convening the meeting (as the case may be).
- (g) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (h) At a meeting of owners:-
  - (i) each owner shall have one vote in respect of each undivided share that he owns;
  - (ii) the votes of owners may be given either personally or by proxy;
  - (iii) if an Undivided Share is jointly owned by two or more persons, the vote in respect of that Undivided Share may be cast:-
    - (a) by a proxy jointly appointed by the co-owners;
    - (b) by one co-owner appointed by the others;
    - (c) if no appointment has been made under subparagraph (a) or (b) above, by the co-owner whose name stands highest in relation to that Undivided Share in the register kept at the Land Registry; or
    - (d) where 2 or more persons are the co-owners of an Undivided Share and more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
  - (iv) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (i) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance and signed by the owner or, if the owner is a body corporate, under the seal or chop of that body corporate and signed by a person authorized by the body corporate in that behalf.

- (ii) The appointment of a proxy shall have no effect unless the instrument appointing the proxy is lodged with the chairman of the Owners' Committee or, if the meeting is convened by the Manager or the Appointed Owner, the person, or one of the persons, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting at which the proxy proposes to vote.
- (j) Subject to clause 20 hereof any resolution on any matter concerning the Land and the Building passed at a duly convened meeting by a simple majority of the owners present in person or by proxy (provided that undivided shares allocated to the common areas will not carry any voting rights at any meeting) held at such meeting shall be binding on all the owners 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 matters 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 signed by owners who in the aggregate have vested in them for the time being more than one half of the Undivided Shares in the Land and the Building shall be as valid and effectual as if it has been passed at a duly convened meeting of the owners Provided that in case of the resolution more particularly mentioned in clause 20 hereof such resolution must be signed by owners who in the aggregate have vested in them for the time being not less than 75% of the Undivided Shares in the Land and the Building to make it as valid and effectual as if it has been passed at a duly convened meeting of the owners.
- (l) The accidental omission to give notice as aforesaid to any owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (m) The procedure at a meeting of owners shall be as is determined by the owners.
- (n) Where any undivided share(s) have been charged or assigned by way of mortgage, the voting rights conferred on the owner of such undivided share(s) by the provisions of this Deed shall, subject to the provisions of such legal charge or mortgage, be exercisable by the mortgagor unless the mortgagee is in possession or in receipt of the rents and profits of such undivided share(s) in which event the same shall be exercisable by the mortgagee.

## 20. EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

- (a) If the whole or any part of the Land and the Building has been damaged by fire, typhoon, earthquake, subsidence or other causes rendering the Land and the



Building substantially unfit for use or habitation or occupation, the manager shall convene a meeting of all the owners and/or the owners of not less than 75% of the Undivided Shares allocated to that damaged part(s) of the Land and the Building (excluding the Undivided Shares allocated to the Estate Common Areas and/or Car Park Common Areas and/or Residential Common Areas of the Land and the Building) may convene a meeting and decide by a resolution of not less than 75% of those present at the meeting whether or not to rebuild or reinstate the damaged part(s) of the Land and the Building. The resolution is to be binding upon all the owners of the damaged part(s).

- (b) If by reason of changes in building law and/or regulations or insufficiency of insurance money or any other circumstances whatsoever, it is not practicable to rebuild or reinstate the Land and the Building and in such event the Undivided Shares allocated to the Land and the Building (excluding as aforesaid) shall be acquired by the Manager and the owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction and to distribute the net proceeds of sale amongst the owners of such Undivided Shares (excluding as aforesaid) in proportion to the respective Undivided Shares previously held by such former owners (except the Manager). All insurance monies received in respect of any policy of insurance on the Land and the Building shall likewise be distributed amongst such former owners and in such event the respective grants hereinbefore made shall be extinguished and each owner shall release unto the other owners all the rights and privileges hereinbefore contained and from the covenants to be performed hereunder and this Deed shall then be deemed to be cancelled and of no effect Provided always if it is resolved to rebuild or reinstate the Building each owner shall pay his due proportion of the excess of the cost of reinstatement of the Land and the Building as aforesaid over and above the proceeds recoverable from the insurance of the Land and the Building and that until such payment the same will become a charge upon his interest in the Land and the Building and be recoverable as a civil debt.

## 21. NON-RESIDENT OWNERS

All Owners including Owners of Undivided Shares not residing in the Building must provide the Manager with an address in Hong Kong for services of notices under the terms of this Deed.

## 22. SERVICES OF NOTICES

Notwithstanding any other provisions herein contained, all notices required to be served hereunder shall be sufficiently served if a copy is posted up or left on the part or parts of the Land or the Building held by the owner to be served even if such owner shall not personally occupy such part or parts provided that a copy is sent by post to the last known address in Hong Kong of the owner to be served.

## 23. OPERATION OF THE ORDINANCE

- (a) Nothing herein contained shall prejudice the operation of the Ordinance and any re-enactment thereof for the time being in force. In the event that an Owners' Corporation is incorporated by the owners under the Ordinance, the general meetings of the Owners' Corporation shall take the place of the meetings of owners under clause 19 of this Deed and the Management Committee of the Owners' Corporation shall take the place of the owners as Owners' Committee elected or referred to under this Deed.
- (b) Notwithstanding herein contained in this Deed, nothing in this Deed shall in any way prejudice or contravene any provisions in or the application of the Ordinance.

#### 24. ADDITIONAL POWERS OF MANAGER

The Manager shall have power from time to time with the prior approval of the Owners' Committee (if any):-

- (a) To enter into such deeds, agreements or arrangements which the Manager shall in its absolute discretion consider to be desirable for the purpose of extinguishing or granting or giving unto the owners and occupiers of the Land and the Building rights of way and access over roads, paths and stairways and also the right to use and enjoy services, amenities and facilities at any time existing in or on the adjacent premises and the buildings thereon or any part thereof, and of granting and giving like rights unto the owners and occupiers of buildings on any such adjacent premises and buildings over roads, paths and stairways in or on the Land and the Building, and of granting and giving rights of way and access over part or parts of the Land and the Building to the Government and/or the general public. Any such deeds, agreements or arrangements may provide for the sharing of expenses in connection with such roads, paths, stairways, services, amenities, facilities and such part or parts of the Land and the Building and the due proportion of such expenses shall be included in the annual budget. Any such deed, agreement and arrangement shall be binding on all the owners for the time being of the undivided shares in the Land and the Building.
- (b) To enter into such Deed of Variation of the Government Grant or document(s) of a similar nature as may be required by the Government or as may in the absolute discretion of the Manager be deemed requisite in connection with the development of the Land and the Building and/or the management thereof provided that the terms thereof do not increase the Government rent or other outgoings of a recurrent nature.

#### 25. MAINTENANCE OF SLOPES, RETAINING WALLS, ETC.

- (a) The owners shall at their own expense maintain and carry out all works in respect of any slopes, slope treatment works, retaining walls or other structures within or outside the Land or the Building as required by the Relevant Authority

and/or the Government Grant and/or in accordance with the “Geoguide 5 - Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended from time to time) and the maintenance manual prepared in accordance with the Geoguide 5 for the slope structures (“the Slope Maintenance Manual”). A plan showing the relevant slopes, retaining walls and other relevant structures for identification purposes is annexed to this Deed.

- (b) The Manager or the Owners’ Corporation shall have full authority from all owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition and carry out any necessary works in respect of any of such slopes, retaining walls or other structures in compliance with the Government Grant and in particular in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the Relevant Authority regarding the maintenance of slopes, retaining walls and related structures. The Registered Owner shall deposit a full copy of the Slope Maintenance Manual in the management office within one month of the date of this Deed for inspection by all owners free of charge and taking copies upon payment of a reasonable charge. All charges received must be credited to the Special Fund.
- (c) The Manager shall have full power to collect from all owners of all costs lawfully incurred or to be incurred in carrying out the necessary aforesaid maintenance and repair works provided always that the Manager shall not be personally liable for carrying out any requirements of the Relevant Authority and/or the Government Grant aforesaid in the preceding sub-clauses of this clause which shall remain the responsibility of the owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all owners. For the avoidance of doubt, the costs of the required works shall form part of the Management Expenses and shall be payable by and recoverable from the owners accordingly.

## 26. MAINTENANCE OF WORKS AND INSTALLATIONS

- (a) There shall be incorporated as Fifth Schedule to this Deed all major works and installations (“the Works and Installations”) in or relating to the Land and the Building which will require regular maintenance on a recurrent basis and the Registered Owner shall deposit a full copy of a Maintenance Manual for the Works and Installations in the Management Office within one month of the date of this Deed for inspection by all owners free of charge and for the owners taking copies thereof at their own expenses and on payment of a reasonable charge. All charges received shall be paid and credited to the Special Fund.
- (b) The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Land and the Building, and their own Units and/or Residential Units including but not limited to the Works and Installations.

- (c) All costs of and incidental to the preparation of the said Schedule and the said Maintenance Manual for the Works and Installations under sub-clause (a) of this clause shall be borne by the Registered Owner.
- (d) The Owners may, by a resolution of the Owners at an owners' meeting convened under this Deed, decide on making such revisions to the said Schedule and the said Maintenance Manual for the Works and Installations under sub-clause (a) of this clause as may be necessary (including but not limited to the addition of works and installations in the Land and the Building, the updating of maintenance strategies in step with changing requirements), in which event the Manager shall procure from a qualified professional or consultant a revised Schedule and a revised Maintenance Manual for the Works and Installations within such time as may be prescribed by the owners in an owners' meeting convened under this Deed.
- (e) All costs of and incidental to the preparation of the said revised Schedule and the said revised Maintenance Manual for the Works and Installations shall be paid out of the Special Fund.
- (f) The Manager shall deposit a full copy of the said revised Maintenance Manual for the Works and Installations in the Management Office within one month from the date of the preparation for inspection by all owners free of charge and for the owners taking copies thereof at their own expenses and in payment of a reasonable charge. All charges received shall be paid and credited to the Special Fund.

## 27. TELECOMMUNICATIONS AND BROADCASTING EQUIPMENT ROOM

- (a) Areas for the installation or use of aerial broadcast distribution or telecommunications network facilities shall form part of the Estate Common Areas.
- (b) Any contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions:
  - (i) the term of each of the contract will not exceed 3 years;
  - (ii) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and
  - (iii) no owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

28. MINIMUM NUMBER OF RESIDENTIAL UNITS

- (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion; and
- (b) the Manager shall deposit in the management office the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent given under sub-clause (a) of this clause for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund.

29. OPEN KITCHEN UNITS

- (a) The Owners of the Open Kitchen Units shall observe and comply with, at their own costs and expenses, the Fire Safety Management Plan. Without prejudice to the generality of the foregoing, the Owners of the Open Kitchen Units shall observe and comply with the following provisions:
  - (i) not to alter, remove or obstruct or otherwise render ineffective the fire detector(s) provided inside his Open Kitchen Unit and at the lobby or corridor outside his Open Kitchen Unit except with the prior written approval of the Buildings Department, the Fire Services Department, the Manager and all relevant Government authority or authorities;
  - (ii) not to alter, remove or obstruct or otherwise render ineffective the sprinkler head(s) provided inside his Open Kitchen Unit;
  - (iii) not to remove demolish or alter the minimum 600mm (W) half-hour fire rated wall in his Open Kitchen Unit except with the prior written approval of the Buildings Department, the Fire Services Department, the Manager and all relevant Government authority or authorities;
  - (iv) to display conspicuously in his Open Kitchen Unit a permanent notice to remind the occupants of his Open Kitchen Unit that the minimum 600mm (W) half-hour fire rated wall should not be modified or removed;
  - (v) to provide a self-closing device for the entrance door of his Open Kitchen Unit;

- (vi) not to let, lease or licence or otherwise part with possession of his Open Kitchen Unit except upon condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions herein contained; and
  - (vii) to comply with the Fire Safety Management Plan and any guidelines or directions as the Manager may impose at all times and from time to time relating to the implementation thereof.
- (b) The Manager shall on behalf of the Owners of all Units carry out and implement the plans relating to maintenance, inspection and check, staff training, fire action and fire prevention as set out in the Fire Safety Management Plan. For the purpose of this clause, the Manager is hereby given full authority by the Owners of all Units to engage or employ registered fire service installation contractors for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition and carrying out necessary works in respect of the fire services installations (including but not limited to fire detectors within all Open Kitchen Units and the common corridors, fire alarm system and the sprinkler system) as specified in and in accordance with the Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department.
- (c) The Manager and the registered fire service installation contractors engaged by the Manager shall have the power to enter into with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out check, inspection, testing or maintenance of the fire services installations therein at the cost of the Owner of that Open Kitchen Unit or verify observance and compliance of provisions referred to in Sub-clause (a) above.
- (d) The Registered Owner shall deposit a copy of the Fire Safety Management Plan in the management office of the Building within 1 month of the date of this Deed for reference by all Owners and the Manager.

### 30. BALCONY AND UTILITY PLATFORM

- (a) A balcony and/or an utility platform forming part(s) of a Residential Unit, for the purpose of this Deed is designated as a non-enclosed area. The Owner of each Residential Unit which includes a non-enclosed area :-
- (i) shall not use the non-enclosed area or permit it to be used for any purpose other than as a balcony or, as the case may be, an utility platform for the proper use and enjoyment of the Residential Unit;
  - (ii) shall not enclose the non-enclosed area and the covered area beneath the non-enclosed area or any part thereof or permit it to be enclosed wholly

or partially above safe parapet height other than as approved under the Building Plans; and

- (iii) shall maintain the non-enclosed area in good and substantial repair and condition at such Owner's own cost and expense.
- (b) If there is any default on the part of any Owner in observing and fulfilling his obligations set out in Sub-clause (a) above, the Manager shall have the right to serve a written notice to the Owner requiring him to make good the default within a reasonable time limit. If the Owner shall fail to comply with such notice the Manager shall be entitled on giving a reasonable prior notice in writing to report to the Building Authority the non-compliance with the obligations set out in Sub-clause (a) for such enforcement action including prosecution as the Building Authority shall consider necessary or appropriate.

### 31. GREENERY AREAS

No Owner shall use or permit or cause the Greenery Areas to be used for any purpose other than as greenery. The use of the Greenery Areas shall be subject to the rules and regulations as may be compiled or determined by the Manager from time to time.

### 32. NOISE MITIGATION MEASURES

- (a) The Owners of any Residential Unit with any Noise Mitigation Measures forming part(s) of their particular Residential Unit exclusively shall at their own respective costs and expenses inspect, clean, maintain, repair and/or replace such Noise Mitigation Measures in good repair and substantial condition without affecting the Noise Mitigation Measures forming part(s) of the Estate Common Facilities and/or the Residential Common Facilities and if any repair or replacement of such Noise Mitigation Measures are required, the design(s), specifications and use of materials thereof shall comply with the design(s) and specifications approved by the Director and the Director of Environmental Protection pursuant to Special Condition No. (39) of the Government Grant and shall also be subject to such guidelines and/or specifications and/or prescribed design(s) as may be adopted or issued by the Manager from time to time.
- (b) In addition to the aforesaid, all Owners shall observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by any Government authorities from time to time in relation to the use, inspection, cleansing, maintenance, repair, replacement and/or operation of the Noise Mitigation Measures and no Owners shall do or permit any act or thing to be done which may in any way damage or affect the Noise Mitigation Measures.
- (c) The Registered Owner shall deposit a full copy of the approved Noise Mitigation Measures in the management office within one month of the date of this Deed for inspection by all Owners free of charge and for the Owners taking

copies thereof at their own expenses and on payment of a reasonable charge. All charges received shall be paid and credited to the Special Fund.

33. LENDER NOT LIABLE UNDER THIS DEED UNTIL ENTERING INTO POSSESSION

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

34. COVENANTS BY THE REGISTERED OWNER TO THE LENDER

In consideration of the Lender having entered into these presents in its capacity as the mortgagee or chargee under the Building Mortgage, the Registered Owner hereby covenants with the Lender that:-

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

35. MISCELLANEOUS

(a) Terms Binding on Successors and Assigns

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 part of the Land and the Building held therewith.

(b) Cessation of Owner's Liability

No person shall be liable under any of the covenants or provisions of this Deed in respect of any undivided share and the Unit and other part or parts of the Building held therewith after ceasing to be the owner (as herein defined) thereof save and except in respect of any breach non-observance or non-performance by such person of any such covenant or provision prior to ceasing to be the



owner thereof.

(c) Chinese Translation of DMC

The Registered Owner shall at its own costs provide a direct translation in Chinese of this Deed and shall within one month of the date of this Deed deposit a copy of this Deed and its Chinese translation in the management office for inspection by all owners free of costs and any owner or his duly authorised representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same. Provided always that in the event of dispute as to the effect of the Chinese translation and the English version of this Deed, the version approved by the Director shall prevail. All charges shall be paid and credited to the Special Fund

(d) Plans showing Common Areas, etc.

The Registered Owner shall cause a plan or plans showing the Estate Common Areas, the Car Park Common Areas, the Residential Common Areas, the Estate Common Facilities, the Car Park Common Facilities and the Residential Common Facilities to be prepared and kept at the Manager's office, available for inspection by the owners free of charge. The Registered Owner must assign free of costs or consideration the Undivided Shares allocated to the Estate Common Areas and Car Park Common Areas and the Residential Common Areas (if any) together with the Estate Common Facilities, Car Park Common Facilities and the Residential Common Facilities to the Manager or the Owners' Corporation at its request when it is formed pursuant to the Ordinance. If the said Undivided Shares together with the Estate Common Areas and Car Park Common Areas and Residential Common Areas as well as Estate Common Facilities, Car Park Common Facilities and the Residential Common Facilities are to be held by the Manager, the Manager shall hold such Undivided Shares together with the Estate Common Areas and Car Park Common Areas and Residential Common Areas as well as Estate Common Facilities, Car Park Common Facilities and the Residential Common Facilities as trustee for and on behalf of all the owners.

(e) Schedules 7 and 8 to the Ordinance

The Registered Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (English and Chinese versions) in the Management Office for reference by all owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund.

(f) Clause Headings

The clause headings to this Deed are inserted for convenience only and shall not be deemed to be part hereof and shall not affect the interpretation or

construction of this Deed.

IN WITNESS whereof the Registered Owner and the Management Company and the Lender have caused their respective Common Seals to be hereunto affixed and the First Purchaser has set his hand and seal or caused its common seal to be hereunto affixed (as the case may be ) the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

Easements, Rights, Privileges, Obligations, Terms  
and Conditions referred to in clause 3 of this Deed

PART A

Subject to the provisions of this Deed easements rights and privileges, the benefit of which is held with each equal undivided part or share in the Land and the Building and the exclusive right to hold use occupy and enjoy the part of the Building held therewith :-

1. Right to Use Estate Common Areas and Estate Common Facilities

Full right and liberty for the owner for the time being his tenants, servants, agents and licensees (in common with all persons having the like right) to go, pass and repass over and along and use the Estate Common Areas and the Estate Common Facilities and/or the Car Park Common Areas and the Car Park Common Facilities and/or the Residential Common Areas and the Residential Common Facilities (as the case may be) for all purposes connected with the proper use and enjoyment of his part(s) of the Building subject to the provisions of this Deed and the House Rules.

2. Right to Support, etc.

The right to subjacent and lateral support and to shelter and protection from the other parts of the Building.

3. Passage of Water, etc.

The free and uninterrupted passage and running of water, sewage, gas and electricity from and to each part of the Building through the sewers, drains, watercourses, tanks, gutters, cables, pipes and wires 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 enjoyment of the Building.

4. Lift Lobby

The right for the owner for the time being his tenants, servants, agents and licensees to have access to, pass and repass over and along the lift lobby (if any) as an escape passage in case of fire or emergency.

Without prejudice to Clause 15(b)(i) of this Deed, all the above easements, rights and privileges are subject to and conditional upon the owner for the time being paying his due proportion of all management and other expenses and amounts payable by him in accordance with the provisions of this Deed, and all such easements rights and privileges shall be held and enjoyed subject to the provisions of this Deed and to the House Rules and any other regulations made hereunder. It is expressly provided that all work necessary for the maintenance of the Building or any part thereof shall be carried out by

the Manager who shall have the right to enter in or upon any part of the Land and/or the Building for that purpose as herein provided subject to the conditions that, before carrying out any works, the Manager shall give a reasonable notice (except in an emergency) to the Owners who may be affected.

## PART B

Subject to the provisions of this Deed, easements rights and privileges subject to which each equal undivided part or share in the Land and the Building and the exclusive right to hold use occupy and enjoy a part of the Building is held:-

1. Full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on reasonable notice (except in case of emergency) to enter into and upon and have access to, over and/or into or partly into each part of the Building (including the airspace above the Flat Roof and/or Upper Roof and/or the parapet walls of the Flat Roof and/or Upper Roof as may be determined by the Manager) and to remain temporarily over and/or on the said part(s) of the Building for such period as may be necessary for the purposes of repairing, renewing, maintaining or cleansing any part of the Land and the Building, the external walls of the Building, sewers, drains, watercourses, channels, cables, pipes, pumps, tanks, wires or services in the Building or any other apparatus and equipment (including the Building Maintenance Unit(s)) used or installed for the benefit of the Land and the Building or any part thereof as part of the amenities thereof and not by any individual owner for his own purposes or enjoyment and may for such purpose carry out all such works in under or over the Land and the Building as it may from time to time see fit Provided always that the Manager shall be fully responsible for any negligent or wilful acts of his agents, contractors, workers, employees and shall compensate the owner or owners for the damage or loss sustained or suffered.
2. Easements rights and privileges over along and through each part of the Building in the exclusive possession or occupation of any owner equivalent to those set forth in paragraphs 2 to 3 inclusive of Part A of this Schedule.

THE SECOND SCHEDULE ABOVE REFERRED TO

Covenants, Provisions and Restrictions  
referred to in clause 4 of this Deed

1. To Notify Manager of Change of Ownership

To notify the Manager of any change of ownership within one month from the date of the Assignment in respect thereof. The previous owner shall remain liable for all Management Expenses and Manager's Remuneration until such time as the Manager receives such notice and all payment made up to the date of completion of the sale and purchase.

2. To Pay Management Fees and Expenses

To pay the due proportion of all costs, charges, expenses and contributions which may be or become payable for or in connection with the management of the Land and the Building in accordance with the provisions of this Deed.

3. To Pay Government rent

To pay the Government rent in respect of the Land with reference to the number of Management Shares more particularly set out in the Sixth Schedule unless and until separate demand notes for Government rent in respect of individual Units are issued to individual owners.

4. To Discharge Taxes, etc.

To pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description including water rates if separately assessed for the time being assessed or payable in respect of each Unit or other part of the Building to which the owner is entitled to the exclusive possession.

5. To Keep in Good Repair

To keep the interior of each Unit or part(s) of the Building to which the owner is entitled to the exclusive use and possession including its fittings, furniture, plumbing, equipment, air-conditioning system, apparatus, services and facilities in good repair and condition and to maintain the same in a manner so as to avoid any loss, damage, nuisance or annoyance to the owner or occupier of other parts of the Building.

6. Additions or Improvements at Owner's Costs

Each owner may make or install in his own Unit or part(s) of the Building exclusively owned by him at his own expense any additions, improvements, lights, fittings, fixtures or decorations which can be installed, fixed and removed without structural alterations or damage and each such owner shall have right to remove the

same at his own expense.

7. No Structural Alteration which affects other parts of the Building

Not to make any external or structural alteration to any Unit to which the owner is entitled to the exclusive possession or to any external feature thereof so as to interfere with or affect the rights of other owners, nor to paint such part or parts of the external wall of the Building so as to interfere or clash with the uniform colour scheme for the Building nor to cut, maim, injure, damage, alter or interfere with any part of the sewers, drains, watercourses, conduits, pipes, cable, wiring, fixtures, equipment, apparatus or services of the Land and the Building. Nothing herein contained shall prevent any owner from taking legal action against another owner in this respect.

8. No User Not Permitted by the Occupation Permit, etc.

Not to use or permit or suffer any Unit to which the owner is entitled to the exclusive possession to be used for any purpose whatsoever other than as permitted by the Occupation Permit or Temporary Occupation Permit and where necessary, without the previous licence consent and/or waiver of the Relevant Authority.

9. Not to Use for Illegal Purposes

Not to use or permit or suffer any Unit to which the owner is entitled to the exclusive possession to be used for any illegal or immoral purposes nor to cause or permit or suffer to be done any act or thing in any such Unit which may be contrary to any ordinance, regulation or bye-law or to the terms and conditions under which the Land is held or which may be or become a nuisance or annoyance to or cause damage to other owners and occupiers of the Land and the Building or adjacent land.

10. No Sub-division or Obstruction

Not to sub-divide or partition any Unit or place or permit or suffer any obstruction to be placed in the Estate Common Areas and the Car Park Common Areas and the Residential Common Areas.

11. External Signs, etc.

No owner shall erect, install or otherwise affix, display or project any signs, signboards, advertisements, banners, posters or placards or other things or structures or visual images of whatever kind and description on the external walls or curtain walls or any part thereof or within his Unit but visible from outside the Building.

12. Not to Exhibit Name, etc.

No owner shall exhibit in or upon any Unit or upon any other part of the Building any name, writing, drawing, signboard, plate, advertisement or placard of any kind

without the prior written approval of the Manager Provided that this paragraph shall not apply to the exhibition of the owner's or occupier's name on the directory boards (if any) of the Building and displayed in a style approved by the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

13. Liability of Owners for Installation of Signs, etc.

Each owner shall be solely responsible for and shall indemnify all other owners and the Manager from all loss, damages, costs and expenses arising directly or indirectly from the installation, erection, attachment, affixing of, use, or removal whether by him, his agent, tenant or occupier, of any signs, signboards, notices, advertisements, flags, banners, poles, cages and other structures or fixtures whatsoever on the exterior or interior of the Unit and/or the Building and/or for any defects in and/or non-repair thereof.

14. Not to Alter External Appearance of the Building

No owner shall paint the outside of the Unit and/or the Building or any part of the Building or do or permit to be done any act or thing which may or will alter the external facade or appearance of the Building without the prior consent in writing of the Manager.

15. Residential Unit Owner has No Right to use Car Park Common Areas and/or Facilities, etc.

An owner or occupier of a Residential Unit shall have no right to use the Car Park Common Facilities and shall have no right to use or access to the Car Park Common Areas or any part thereof except only for the use and enjoyment of the Loading and Unloading Spaces, Visitors' parking spaces and Parking Spaces for the Disabled Persons or escape in the event of fire or emergency.

16. Use of Common Roof and Flat Roof

Access to the Common Roof shall at all times remain open and unobstructed. No owner (except the owner having the exclusive right to occupy the Flat Roof of the Building who may only occupy enjoy use the Flat Roof according to the provisions of this Deed) shall have the right to use the Flat Roof and the Common Roof of the Building or part thereof, except only for escape in the event of fire or emergency, and no owner shall erect or place or cause or permit to be erected or placed any advertising sign or other structure on any part or parts of the Flat Roof and the Common Roof, and the Manager shall have the right to remove any advertising sign or structure erected or placed thereon in contravention of this provision at the costs and expenses of the owner in breach thereof.

17. No Contravention of Government Grant or Acts Affecting Insurance

To observe and comply with the terms and conditions reserved and contained in the Government Grant and not to do or permit or suffer to be done any act or thing in contravention of the Government Grant or whereby any insurance on the Land and the Building or any part thereof may become void or voidable or whereby the premium for any such insurance may be liable to be increased and to indemnify the other owners against any increased or additional premium which may be required by reason of any act or default of or on the part of the owner for continuing or keeping up such insurance and in the event of any or other part of the Building or any part or parts thereof being damaged or destroyed by fire at any time and the insurance money under any insurance against fire effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default on the part of the owner then and in every such case forthwith to pay to the other owners the whole or (as the case may require) a fair proportion of the cost of completely rebuilding or reinstating the same.

18. Use of Refuse Disposal Areas

To use the refuse disposal areas and/or refuse chambers within the Building only in the manner prescribed by and subject to the House Rules.

19. No Right to Interfere with Estate Common Areas, etc.

No owner shall have the right to alter, repair, connect to or in any other way interfere with or affect the working of the Estate Common Areas, the Car Park Common Areas, the Residential Common Areas, the Estate Common Facilities or the Car Park Common Facilities or the Residential Common Facilities without the previous written consent of the Manager.

20. No Interference with Management and Maintenance of the Building

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

21. Installation of Metal Grilles, etc.

Not to permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any Unit or part(s) of the Building of which he is the owner any metal grille or shutter or gate which shall in any way contravene the House Rules or the regulations of the Fire Services Department or other Relevant Authority from time to time in force and/or which may in any way impede the free and uninterrupted passage over through and along any of the common staircases, corridors, entrances, exits and other Estate Common Areas or Car Park Common Areas or Residential Common Areas.

22. Not to Discard Refuse Improperly



Not to throw out or drop or permit to be thrown out or dropped from any Unit or part(s) of the Building of which he is the owner any rubbish, waste or other article or thing whatsoever.

23. Use of Aerials

No owner shall be entitled to connect to any aerial and/or satellite receiver equipment installed by the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. No owner shall affix or install his own private aerial outside any part of the Building except with the written consent of the Manager.

24. Not to Dirty Common Areas or Facilities

Not to dirty or damage the lifts, apparatus, equipment or services or other parts of the Land and the Building in common use.

25. Not to Clog the Drainage System

Not to do anything whereby the flush or drainage system of the Building may be clogged or the efficient working thereof may be impaired.

26. Operation of the Building Maintenance Unit(s), etc.

No owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the utility platform, balcony and/or the Flat Roof forming part(s) of his Residential Unit or the Upper Roof and/or the parapet walls of the Flat Roof which in any way interferes with or affects or which is likely to interfere with or affect the operation of the Building Maintenance Unit(s) at any time in the course of the management and/or the maintenance of the Building.

27. Noise Mitigation Measures

No owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the Estate Common Areas or the Residential Common Areas which in any way interferes with or affects or which is likely to interfere with or affect the operation of the Noise Mitigation Measures forming part(s) of the Estate Common Facilities and/or the Residential Common Facilities at any time. In respect of the Noise Mitigation Measures forming part(s) of the Residential Units, no owner shall alter, interfere with or remove, or permit or to be suffered to be altered, interfered with or removed any part(s) of the Noise Mitigation Measures forming part(s) of his Residential Unit save as provided in Clause 32 of this Deed.

28. Prohibited User

Not under any circumstances to use or permit or suffer any Unit or other area

wherever situated to be used as an inn, boarding house or as a coffin shop, funeral parlour, Buddhist hall or for the performance of the ceremony known as 'Tai Chai (打齋)' or for illegal or immoral purpose.

29. No External Shades, Awnings, etc.

- (a) Save and except the rights and privileges reserved unto the Registered Owner and its successors assigns licensees or permittees, no owner shall affix or install any external shades, awnings, fences, window guards, cages, metal grilles or any other fixtures through the windows balconies or external walls of the Building without the prior written consent of the Manager of the Building having been first obtained and the conditions of such consent having been complied with.
- (b) Notwithstanding sub-paragraph (a) above, air-conditioning units may be installed in the air-conditioner brackets (if any), locations specially provided for along the exterior walls of each Unit of the Building (if any) or such spaces in the Residential Common Areas designated for such purpose (i.e. A/C platforms) by the Manager provided that and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of Land and the Building and each owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition.
- (c) No owner shall enclose or cause to enclose private balconies and/or utility platforms in whole or in part above safe parapet height other than as under the approved building plans in respect of the Building and any owner with the exclusive right to the use or enjoyment or control thereof shall be responsible for the maintenance and financial support of such private balconies and/or utility platforms.

30. Hanging of Laundry

No clothing or laundry shall be hung outside any Unit or the Building or any part thereof or in the Estate Common Areas or Car Park Common Areas or Residential Common Areas other than in the spaces specifically provided therefor.

31. Not to Install Furnace, Boiler, etc.

No owner shall install any furnace, boiler or other plant or equipment or use any fuel in any part of the Building that might in any circumstances produce smoke without the previous consent in writing of the Director of Environmental Protection and the Manager first had and obtained.

32. User of Unit

Not to use or permit or suffer any part of the Building to be used for any purpose

other than for private residential purposes.

33. Not to Obstruct Natural Light & Air

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

34. Not to Store Dangerous Goods

No owner shall store or permit to be stored in any Unit any hazardous, dangerous or combustible goods or materials (except such as may be reasonably required for the purpose of domestic cooking and heating in the Residential Units) unless the written approval of the Manager is first obtained, which approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice. Such approval shall not absolve the owner from the requirements of obtaining the prior written consent or permit of the Relevant Authority concerned where such is required under any existing laws or regulations.

35. Not to Cause Nuisance, etc.

No owner shall do anything in his Unit whereby excessive noise vibration or resonance or other form of disturbance or nuisance is created to the detriment of the Building or other persons in or outside the Building, provided that the determination of the Manager as to whether any such noise vibration or resonance or other form of disturbance or nuisance is excessive shall be conclusive and in making his determination the Manager may recommend measures to minimize such noise vibration or resonance and in this event the owner concerned shall take steps to comply with any such recommendations; and provided further that in the event of a breach hereof by the owner, the owner shall make good any damage caused thereby to the Building or any part or parts thereof or to the occupants thereof; and provided further that the making good of such damage as aforesaid shall be without prejudice to any further right available to the Manager by virtue of such breach.

36. No Pet or Animal

No dogs, cats or animal pets shall be kept or harboured in any Unit or any part thereof unless such dogs, cats and animal pets are kept under proper control and do not cause nuisance or annoyance to other Owners or occupiers of any part of the Building. No Owner shall keep or harbour any dogs, cats and animal pets in his Unit or any part thereof where such dogs, cats and animal pets have been the cause of reasonable written complaint(s) by two or more Owners or occupiers of any part of the Building.

37. To Keep the Flat Roof Neat and Tidy

Where a Flat is assigned together with the portion of Flat Roof thereof and/or thereabove, the owner of the Flat shall:-

- (a) not dirty, use or permit to be used the portion of Flat Roof in any manner in contravention of the provisions of this Deed;
- (b) keep the portion of Flat Roof in a neat tidy clean and sanitary state and condition; and
- (c) clear and unblock any drains sewers gutters or soakaways of and in the portion of Flat Roof.

38. Lift Lobby

The owner(s) of each floor of the Car Park Units and of the Residential Premises shall give free access of the lift lobby (if any) to other owners, occupiers, licensees or permittees of the Building as an escape passage in case of fire or emergency.

39. To Indemnify other Owners and to be Responsible for Occupants

To 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 the owner or any occupier of any Unit or part(s) of the Building to which he is entitled to the exclusive possession or any person using such Unit or part(s) with his consent express or implied or by, or through, or in any way owing to the defective condition thereof or the overflow of water therefrom. In the case of loss or damage which the Manager is responsible to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as provided in this Deed and in the case of loss or damage suffered by other owners or occupiers of any part of the Building which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

40. Landscape Garden(s), Recreational Area(s) and Recreational Facilities

The Landscaped Garden(s), Recreational Area(s) and Recreational Facilities shall be open to and/or used by all the owners and/or their respective invitee(s) subject to the House Rules in accordance with the terms of this Deed.

41. Preservation of Trees

No tree growing on the Lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

42. Residential Parking Spaces and the Motor Cycle Parking Spaces and the adjoining space (if any)

- (a) The Owners of the Residential Parking Spaces and/or the Motor Cycle Parking Spaces and the adjoining spaces (if any) shall at all time ensure that in case of emergency access through the Residential Parking Spaces and the Motor Cycle Parking Spaces and the adjoining space (if any) to other parts of the Building can be gained.
- (b) No Residential Parking Spaces shall be used for any purpose other than for parking private motor vehicles belonging to the residents of the Building or belonging to bona fide visitors or invitees of the residents of the Building and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) No Motor Cycle Parking Spaces shall be used for any purpose other than for parking private motor-cycle belonging to the residents of the Building or belonging to bona fide visitors or invitees of the residents of the Building and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) No Owner shall at any time exercise or attempt to exercise any common law right to partition the Residential Parking Spaces and/or the Motor Cycle Parking Spaces and the adjoining spaces (if any).

43. Restriction on Alienation of the Residential Parking Spaces and the Motor Cycle Parking Spaces and the adjoining space (if any)

- (a) The Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:-
  - i. Assigned except together with Undivided Shares giving the right of exclusive use and possession of a Residential Unit(s) or to a person who is already the owner of Undivided Shares with the right of exclusive use and possession of a Residential Unit; or
  - ii. Underlet except to residents of the Residential Units.

Provided that in any event not more than three in number of the total Residential Parking Spaces and/or the Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one Residential Unit in the building;

- (b) Notwithstanding sub-clause (a) of this clause, the Registered Owner may, with the prior written consent of the Director, assign all the Residential Parking Spaces and Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Registered Owner;

- (c) Sub-clause (a) of this clause shall not be apply to an assignment, underletting, mortgage or charge of the Lot as a whole; and
- (d) Sub-clauses (a) and (b) of this clause shall not apply to the Parking Spaces for the Disabled Persons.

44. Visitors' Parking Spaces and Parking Spaces for the Disabled Persons

- (a) Spaces within the Building designated by the Registered Owner as Visitors' Parking Spaces shall not be used for any purpose other than for parking of motor vehicles belonging to the bona fide guests visitors or invitees of the residents of the Building and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) Spaces within the Building designated by the Registered Owner as Parking Spaces for the Disabled Persons shall not be used for any purpose other than for parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, belonging to the residents of the Building or belonging to the bona fide guests visitors or invitees of the residents of the Building and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) The Manager shall be entitled to make such House Rules governing the use of such spaces under (a) and/or (b) above, including but not limited to parking time and/or waiting restrictions, as the Manager shall in its absolute discretion deem fit.

45. Loading and Unloading Bays

Spaces within the Building provided for loading and unloading shall not be used for any purpose other than for loading and unloading of goods vehicles and the Manager shall be entitled to make such House Rules governing the use of such spaces for loading and unloading, including but not limited to waiting restrictions, as the Manager shall in its absolute discretion deem fit.

46. Waterworks Reserve Area

- (a) Permission shall be granted to the Government and the Director of Water Supplies, its or their officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, plant, machinery or motor vehicles free of charge and without any interruption to enter in or upon the Lot or any part thereof or any building or part of any building erected on the Lot for the purpose of access to and to pass and repass on, along, over, by and through an existing footway at the Waterworks Reserve Area or such other diverted footway as may be approved by the Director under sub-clause (h) of

the Special Condition No. (41) of the Government Grant (hereinafter referred to as “the Existing Footway”) for accessing the pump house adjacent to the Lot as marked “GLA-TW250” on the plan annexed to the Government Grant provided that the person or persons exercising the aforesaid right shall take reasonable care and precaution to prevent damage or injury to land, persons or properties in the exercise of the aforesaid right.

- (b) The Existing Footway shall not be interfered with or obstructed or removed or relocated except in accordance with sub-clause (h) of the Special Condition of the Government Grant. The Existing Footway shall be repaired, maintained and managed at the Owners’ own expense in all respects to the satisfaction of the Director.

THE THIRD SCHEDULE ABOVE REFERRED TO

Powers, Duties and Functions of the Manager  
referred to in clause 8 of this Deed

1. To Prepare Budget

To prepare the annual budget of all estimated expenditure on management and maintenance of the Land and the Building and basing on this budget fix the contributions to be made by individual owners respectively and further to demand, collect and receive all amounts payable by the owners pursuant to the provisions of this Deed.

2. To Insure

To insure and keep insured the Estate Common Areas, the Car Park Common Areas, the Residential Common Areas, the Estate Common Facilities, the Car Park Common Facilities and the Residential Common Facilities of the Land and the Building to the full new reinstatement value in respect of loss or damage by fire and other perils as the Manager deems appropriate and to effect insurance against public and/or occupiers' liability and employer's liability with some reputable insurance company or companies in the name of the Manager for and on behalf of itself as Manager and the owners for the time being according to their respective interests and to pay all premium required to keep such insurance policies in force. The risks to be insured against and the amount covered shall be at the sole discretion of the Manager who shall always update such insurance as regards (a) coverage (which may include block insurance for the entire estate including those areas other than the Estate Common Areas and the Car Park Common Areas and the Residential Common Areas (b) the amount of such coverage. All monies received from fire or other insurance shall be applied in reinstating and making good the loss or damage to the Land and the Building unless the rights and obligations created by this Deed shall be extinguished pursuant to the provisions hereof in which event such monies shall be held upon trust for the owners for the time being proportionately to the undivided shares held by each of them.

3. Maintenance of Units

To ensure that all owners or occupiers of the Units maintain the Units owned or occupied by them respectively in a satisfactory manner and if there be any default on the part of any such owners or occupiers, to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting owner or occupier.

4. To Keep Common Facilities and Common Areas in Good Repair

To keep all the Estate Common Facilities, Car Park Common Facilities and



Residential Common Facilities in good repair and in working condition and to keep the Estate Common Areas, Car Park Common Areas and Residential Common Areas of the Land and the Building in a clean and sanitary state and condition and to keep in good order and repair the lighting and ventilation of the Estate Common Areas and Car Park Common Areas and Residential Common Areas.

5. To Erect the Building Maintenance Unit(s)

To erect, place and/or install on the external walls and/or the Upper Roof and/or the parapet walls of the Upper Roof the Building Maintenance Unit(s) and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls, windows and other facilities and services of the Building.

6. To Maintain the Noise Mitigation Measures

To keep, inspect, clean, maintain, repair and/or replace the part or parts of the Noise Mitigation Measures forming part(s) of the Estate Common Facilities and/or the Residential Common Facilities.

7. To Perform Covenants in Government Grant

To perform all covenants obligations and undertakings on the part of the owners to be performed and observed as contained in the Government Grant.

8. To Impose Charge for Consent

To impose a charge (but not obliged to) on any owner seeking any form of consent from the Manager pursuant to any provisions herein contained and such sums collected by the Manager shall be held by the Manager for the benefit of the owners as part of the funds for the management of the Land and the Building and paid into the Special Fund. The Manager shall be entitled to charge and retain a reasonable administrative fee for processing such consent in accordance with the provisions of this Deed.

9. Right to Enter for Maintenance

To maintain and keep in good working order the common lighting equipment, water systems, sprinkler systems, fire fighting equipment, pumps, tanks, pipes, sewers, drains, watercourses, cables, which are for the common use of the occupants, the Building Maintenance Unit(s) and the Noise Mitigation Measures (but excluding those forming part(s) of within the Residential Unit(s)), and other Estate Common Facilities or Car Park Common Facilities or Residential Common Facilities and the Estate Common Areas, Car Park Common Areas and Residential Common Areas in the Land and the Building and in this connection the Manager shall have the right to enter upon or into any part of the Land and the Building for the purpose of maintaining and repairing any of the Estate Common Facilities or Car Park

Common Facilities or Residential Common Facilities located thereon or therein and the Estate Common Areas, Car Park Common Areas and Residential Common Areas and for the purpose of affixing and thereafter maintaining and repairing such pipes and fittings thereto as the Manager deems necessary or desirable in connection with the extensions and provisions of the Estate Common Facilities or Car Park Common Facilities or Residential Common Facilities in the Land and the Building or for the purpose of abating any hazard or nuisance which does or may affect Estate Common Areas and Car Park Common Areas and Residential Common Areas and Estate Common Facilities and Car Park Common Facilities and Residential Common Facilities and/or any other owners. The Manager shall make good all damages caused by such works to any Unit or part of the Building exclusively owned by any owner And provided further that the Manager in carrying out any of the said works shall not make any structural alteration to any part of the Building which will interfere with or affect the rights of other owners Provided further that the Manager shall be responsible for repairing at its own costs and expenses any damage caused by reason of or as a result of any negligent, wilful or criminal acts of the Manager, its own employees or contractors or otherwise whatsoever.

10. To Replace Glass or Doors

To replace any glass in any windows or doors of the Estate Common Areas or Car Park Common Areas or Residential Common Areas that may be broken.

11. To Exhibit Name of the Building

To paint, affix and exhibit and thereafter to maintain, service and replace one or more logos or signs (whether illuminated or otherwise) displaying the name of the Building onto any part(s) of the Land and the Building with the prior written approval of the Relevant Authority.

12. To Prevent Obstruction of Common Areas

To prevent the obstruction of any of the Estate Common Areas or Car Park Common Areas or Residential Common Areas of the Land and the Building and such other open areas within the Land.

13. To Maintain Stabilizing Walls, etc.

To maintain paint or whitewash or treat as may be appropriate or keep in good condition or carry out any work in respect of the slope (if any), the stabilizing wall (if any), the caisson wall (if any) and the fence walls (if any) within or outside the Land or the Building as required by the Government Grant (including the Mitigation and Stabilization Works and the Mitigation and Stabilization Outside Works in the natural terrain of the area as shown coloured green cross-hatched black on the plan annexed to the Government Grant) and the external walls of the Building, the structure and waterproofing membrane of the Upper Roof, Common Roof, Estate

Common Areas and Car Park Common Areas and Residential Common Areas of the Land and the Building as should be maintained painted whitewashed or so treated at such intervals as the same may in the opinion of the Manager reasonably be required to be done and in any event if so required by any Relevant Authority.

14. To Prevent Breach of Government Grant

To prevent and to take action to remedy any breach by any owner or other person of any provisions of the Government Grant and/or such deeds or instruments under which the Land is held.

15. To Post Name of Defaulting Owner or Occupier

To post the Unit number of any owner or occupier in default or in breach of the terms and conditions contained in this Deed together with particulars of the default or breach on the notice boards and/or other prominent places within the Building.

16. Disposal of Refuse

To remove all refuse (other than trade refuse which shall remain the liability of the owner(s) thereof) from all parts of the Land and the Building and arrange for its disposal at such regular intervals and to maintain either on or off the Land and the Building refuse collection facilities to the satisfaction of the Relevant Authority PROVIDED THAT in the case of refuse the nature or quality of which shall in the opinion of the Manager require special arrangement or facility for its disposal beyond the normal refuse collection facilities employed by the Manager, the owner responsible for such refuse shall arrange for its disposal at his own expense forthwith upon being so demanded by the Manager, failing which the Manager shall have the sole discretion to remove and dispose of such refuse as aforesaid and such owner shall repay to the Manager the costs and expenses in connection with such removal and disposal.

17. To Prevent Obstruction or Damage to Government and other property

To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Land and the Building onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government or other drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in under over or adjacent to the Land or any part thereof by reasons of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage to the satisfaction of the Relevant Authority.

18. To Maintain Fire Fighting Equipment

To maintain fire fighting equipment and fire alarms and to comply with all

requirements of the Fire Services Department and generally so far as may be possible to maintain the Land and the Building safe from fire at all times.

19. Security Guards

To provide as the Manager deems necessary security guards, watchmen and caretakers and to provide and maintain any security equipment as the Manager deems necessary and generally so far as may be possible to maintain security in the Land and the Building at all times.

20. Exclusive Control of Common Facilities

To have the exclusive control of all areas containing the Estate Common Facilities or Car Park Common Facilities or Residential Common Facilities.

21. To Maintain, Replace and/or Improve Services

To do all things which the Manager shall in its absolute discretion deem necessary or desirable for the purposes of maintaining, replacing and/or improving all facilities and services (including but not limited to the Estate Common Facilities and Car Park Common Facilities and Residential Common Facilities) in or on the Land and the Building for the better enjoyment or use of the Land and the Building by its owners occupiers and their licensees, and for this purpose, to set up a Special Fund as provided in this Deed.

22. To Keep Proper Accounts

To keep proper accounts of all expenditures incurred by and of all payments made to the Manager in respect of the carrying out of its duties hereunder.

23. To Pay All Outgoings

To pay and discharge out of all monies so collected as provided in this Deed all outgoings relating to the management of the Land and the Building or incurred by the Manager hereunder.

24. To Prevent Alteration, etc. of Building

To prevent any person detrimentally altering, defacing or injuring any part or parts of the Land or the Building or any of the equipment apparatus services or facilities thereof.

25. To Remove Unauthorised Structures, etc.

To remove any structure, installation, sign-board, sunshade, bracket, fitting or other thing in or on or within the Land and the Building or any part thereof which has been erected illegally or in contravention of the provisions herein contained or without

previously obtaining the written consent of the Manager 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.

26. To Prevent Unauthorised Use of Common Areas

To prevent any person from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed any of the Estate Common Areas or Car Park Common Areas or Residential Common Areas or any parts thereof.

27. To Accept Service of Legal Proceedings

To appoint solicitors and counsels with authority to accept service on behalf of all the owners of all legal proceedings relating to the Land and the Building or any part thereof and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven days of being requested so to do by the Director or other competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such owners for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provisions amending or in substitution for the same) or otherwise.

28. To Appoint Solicitors, etc.

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 and other building staff and attendants and to commence conduct carry on defend in the name of the Manager legal and other proceedings touching or concerning the Land and the Building or the management thereof on behalf of all the owners for the time being. The power provided for in this paragraph shall extend to the engagement of firms or companies to provide any of the above services.

29. To Enforce Performance of this Deed

To enforce the due observance and performance by the owners or any person occupying any part of the Land and the Building through under or with the consent of such owners of the covenants and conditions of this Deed and the House Rules and to take action in respect of any breach thereof including the commencement conduct and defence of legal proceedings and the registration and enforcement of charges as provided in this Deed.

30. Supply of Flush Water

To make suitable arrangement for supply of flush water to the Land and the Building but the Manager shall be under no liability if at any time such supply is suspended

temporarily or otherwise.

31. To Represent the Owners

To represent the owners in all matters and dealings with the Government or any utility or other Relevant Authority or any other person whomsoever in any way touching or concerning the Land and the Building and the due management thereof and generally to have the authority to act for and on behalf of all owners in accordance with the provisions of this Deed but subject to the provisions of the Ordinance.

32. To Make House Rules

To make, revoke or amend House Rules (even before the formation of an Owners' Committee) regulating the use, operation and maintenance of the Land and the Building and the services, facilities or amenities thereof (including those rules for the protection of the environment of the Land and the Building and implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the use and/or operation of the Landscaped Garden(s) and the Recreational Area(s)) and the conduct of persons occupying, using or visiting the same subject, however, to the approval of the Owners' Committee once in being. Such House Rules once approved by the Owners' Committee shall be exhibited in a prominent place in the Building and shall remain in force until revoked or amended as aforesaid. Such House Rules shall not be inconsistent or contravene this Deed, the Ordinance and the Government Grant and shall be binding upon all owners, occupiers, their servants, agents and licensees and all persons claiming through or under any owner.

33. To Control Common Areas

To take possession of and to control operate and make rules regarding the use of the Estate Common Areas and/or Car Park Common Areas and/or Residential Common Areas (including the Landscaped Garden(s) and the Recreational Area(s)). The Manager shall have power to provide within such areas such plant, fixtures, fittings, furniture and other equipment as it may consider appropriate and will have the same power to control, repair, replace and maintain all such facilities (including the Landscaped Garden(s) and the Recreational Area(s)) as it has in respect of the Land and the Building, the costs, charge, and expenses thereof forming part of the costs of the management as a whole. In the exercise of its powers hereunder, the Manager shall have power to remove and impound articles left in the Common Areas and to demolish illegal extensions and to charge for and control Recreational Facilities therein provided.

34. To Employ Staff

The Manager may appoint or employ agents, contractors or sub-managers (including professional property management companies) to carry out various aspects of the

management works or management works in respect of certain area(s) of the Land and the Building Provided that the Manager shall not transfer or assign its duties or obligations under this Deed to any of the aforesaid parties. The Manager shall at all times remain responsible for the management and control of the whole of the Land and the Building and no provision in this Deed shall take away or reduce that responsibility.

To recruit dismiss and employ such staff as may from time to time be required to discharge its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.

35. To Convene Meetings of Owners

To convene such meetings of the owners of the Land and the Building as may be necessary or requisite and to act as secretary to keep the minutes of such meetings if the owners shall fail to appoint a secretary for the purpose of such meetings.

36. To Provide Festive Decorations

To provide such Chinese New Year, Christmas and other festive decorations for the Building as the Manager shall in its sole discretion consider desirable.

37. Vehicles

Where applicable, to manage and control within the Land and the Building the parking of cars and other vehicles, the loading and unloading of goods and the flow of vehicular traffic over all areas (if any) intended for such purpose.

38. Aerials

To maintain and repair or contract for the maintenance and repair of the wireless and/or television aerials or satellite receiver equipment or other telecommunication networks which serve the Land and the Building.

39. To Answer Enquiries, Complaints, etc.

To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Building.

40. Promotions, etc.

To provide and maintain in respect of the Building such promotions, advertising, public relations and general publicity as may be deemed necessary by the Manager in consultation with the Owners' Committee.

41. To Permit Technicians, etc. to Enter Land

To permit or allow technicians, workers and all persons sent from the public utilities companies or authorities to enter into the Land for the purpose of carrying out any excavation works for the installation or repairing of cable, wire, pipes or otherwise for the supply of electricity, water or gas to the Land and the Building and if necessary, to reinstate, repair and make good all affected parts of the Land after the completion of such works.

42. Matters Incidental

To carry out all other duties and perform such other matters referred to in this Deed and otherwise to do all such other things as are reasonably incidental to the management of the Land and the Building.

43. Channels of Communication among Owners

The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Land and the Building.

44. Greenery Areas

The Manager shall keep and maintain the Greenery Areas and not to use the same for any other purpose without the prior written consent of the Building Authority and the Director of Lands.



THE FOURTH SCHEDULE ABOVE REFERRED TO  
Allocation of Equal Undivided Shares

**A - Residential Units**

**Block 1**

Block	Floor	Unit	No. of Equal Undivided Shares per Unit (in integer)	Total No. of Equal Undivided Shares
1	1/F	A	1,615	1,615
1	1/F	B	754	754
1	1/F	C	724	724
1	1/F	D1	1,598	1,598
1	1/F	E	491	491
1	1/F	F	526	526
1	1/F	G	903	903
1	2/F – 3/F (2 storeys)	A	1,609	3,218
1	2/F – 3/F (2 storeys)	B	750	1,500
1	2/F – 3/F (2 storeys)	C	724	1,448
1	2/F – 3/F (2 storeys)	D1	1,589	3,178
1	2/F – 3/F (2 storeys)	E	491	982
1	2/F – 3/F (2 storeys)	F	525	1,050
1	2/F – 3/F (2 storeys)	G	903	1,806
1	5/F – 17/F* (11 storeys)	A	1,609	17,699
1	5/F – 17/F* (11 storeys)	B	750	8,250
1	5/F – 17/F* (11 storeys)	C	724	7,964
1	5/F – 17/F* (11 storeys)	D1	1,589	17,479
1	5/F – 17/F* (11 storeys)	E	491	5,401

1	5/F – 17/F* (11 storeys)	F	525	5,775
1	5/F – 17/F* (11 storeys)	G	903	9,933
1	18/F	H1	7,245	7,245
<b>Subtotal</b>				99,539

## Block 2

Block	Floor	Unit	No. of Equal Undivided Shares per Unit (in integer)	Total No. of Equal Undivided Shares
2	1/F	A	1,616	1,616
2	1/F	B	750	750
2	1/F	C	724	724
2	1/F	D2	1,567	1,567
2	1/F	E	492	492
2	1/F	F	525	525
2	1/F	G	903	903
2	2/F – 3/F (2 storeys)	A	1,609	3,218
2	2/F – 3/F (2 storeys)	B	750	1,500
2	2/F – 3/F (2 storeys)	C	724	1,448
2	2/F – 3/F (2 storeys)	D2	1,564	3,128
2	2/F – 3/F (2 storeys)	E	491	982
2	2/F – 3/F (2 storeys)	F	525	1,050
2	2/F – 3/F (2 storeys)	G	903	1,806
2	5/F – 17/F* (11 storeys)	A	1,609	17,699
2	5/F – 17/F* (11 storeys)	B	750	8,250
2	5/F – 17/F* (11 storeys)	C	724	7,964
2	5/F – 17/F* (11 storeys)	D2	1,564	17,204

2	5/F – 17/F* (11 storeys)	E	491	5,401
2	5/F – 17/F* (11 storeys)	F	525	5,775
2	5/F – 17/F* (11 storeys)	G	903	9,933
2	18/F	H2	7,192	7,192
<b>Subtotal</b>				99,127

### B - Car Park Units

Floor	Descriptions	Unit	No. of Equal Undivided Shares per Unit (in integer)	Total No. of Equal Undivided Shares
Basement	Parking Spaces for Motor Vehicles	1 - 29, 31 - 36 (35 units)	250	8,750
Basement	Parking Spaces for Motor Cycles	M1 - M5 (5 units)	48	240
<b>Subtotal</b>				8,990

### C - Common Areas

Descriptions	Total No. of Equal Undivided Shares
Common Areas (nominal basis)	10275
<b>Subtotal</b>	10275

<b>Grand Total</b>	217931
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Note:

(i) There is no 4<sup>th</sup> Floor, 13<sup>th</sup> Floor and 14<sup>th</sup> Floor in the designation of floor level of the Building.

THE FIFTH SCHEDULE ABOVE REFERRED TO

The Works and Installations

- i. structural elements;
- ii. external wall finishes and roofing materials;
- iii. fire safety elements;
- iv. the slope structures;
- v. plumbing system;
- vi. drainage system;
- vii. fire services installations and equipment;
- viii. electrical wiring system;
- ix. lift installations;
- x. gas supply system;
- xi. window installations;
- xii. Building Maintenance Unit(s);
- xiii. Noise Mitigation Measures; and
- xiv. other major items (e.g. central air-conditioning and ventilation system, escalators etc.)

THE SIXTH SCHEDULE ABOVE REFERRED TO  
Allocation of Management Shares

**A - Residential Units**

**Block 1**

Block	Floor	Unit	No. of Management Shares per Unit (in integer)	Total No. of Management Shares
1	1/F	A	1,615	1,615
1	1/F	B	754	754
1	1/F	C	724	724
1	1/F	D1	1,598	1,598
1	1/F	E	491	491
1	1/F	F	526	526
1	1/F	G	903	903
1	2/F – 3/F (2 storeys)	A	1,609	3,218
1	2/F – 3/F (2 storeys)	B	750	1,500
1	2/F – 3/F (2 storeys)	C	724	1,448
1	2/F – 3/F (2 storeys)	D1	1,589	3,178
1	2/F – 3/F (2 storeys)	E	491	982
1	2/F – 3/F (2 storeys)	F	525	1,050
1	2/F – 3/F (2 storeys)	G	903	1,806
1	5/F – 17/F* (11 storeys)	A	1,609	17,699
1	5/F – 17/F* (11 storeys)	B	750	8,250
1	5/F – 17/F* (11 storeys)	C	724	7,964
1	5/F – 17/F* (11 storeys)	D1	1,589	17,479
1	5/F – 17/F* (11 storeys)	E	491	5,401
1	5/F – 17/F* (11 storeys)	F	525	5,775

1	5/F – 17/F* (11 storeys)	G	903	9,933
1	18/F	H1	7,245	7,245
<b>Subtotal</b>				99,539

## Block 2

Block	Floor	Unit	No. of Management Shares per Unit (in integer)	Total No. of Management Shares
2	1/F	A	1,616	1,616
2	1/F	B	750	750
2	1/F	C	724	724
2	1/F	D2	1,567	1,567
2	1/F	E	492	492
2	1/F	F	525	525
2	1/F	G	903	903
2	2/F – 3/F (2 storeys)	A	1,609	3,218
2	2/F – 3/F (2 storeys)	B	750	1,500
2	2/F – 3/F (2 storeys)	C	724	1,448
2	2/F – 3/F (2 storeys)	D2	1,564	3,128
2	2/F – 3/F (2 storeys)	E	491	982
2	2/F – 3/F (2 storeys)	F	525	1,050
2	2/F – 3/F (2 storeys)	G	903	1,806
2	5/F – 17/F* (11 storeys)	A	1,609	17,699
2	5/F – 17/F* (11 storeys)	B	750	8,250
2	5/F – 17/F* (11 storeys)	C	724	7,964
2	5/F – 17/F* (11 storeys)	D2	1,564	17,204
2	5/F – 17/F* (11 storeys)	E	491	5,401

2	5/F – 17/F* (11 storeys)	F	525	5,775
2	5/F – 17/F* (11 storeys)	G	903	9,933
2	18/F	H2	7,192	7,192
<b>Subtotal</b>				99,127

### B - Car Park Units

Floor	Descriptions	Unit	No. of Management Shares per Unit (in integer)	Total No. of Management Shares
Basement	Parking Spaces for Motor Vehicles	1 - 29, 31 - 36 (35 units)	250	8,750
Basement	Parking Spaces for Motor Cycles	M1 - M5 (5 units)	48	240
<b>Subtotal</b>				8,990

### C - Common Areas

Descriptions	Total No. of Management Shares
Common Areas (nominal basis)	Nil
<b>Subtotal</b>	Nil

<b>Grand Total</b>	207,656
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Note:

\*There is no 4<sup>th</sup> Floor, 13<sup>th</sup> Floor and 14<sup>th</sup> Floor in the designation of floor level of the Building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

Summary of All Noise Mitigation Measures\*

<u>Item No.</u>	<u>Noise Mitigation Measures</u>	<u>DMC Definitions</u>
Item 1:	Special designed window a. Tmpa film mounted facing inside of openable top hung windows b. 1,100mm laminated glass barriers c. Tmpa film mounted facing outside of 1,100mm laminated glass barriers	Residential Units
Item 2:	Pelmet with sound absorption material	Ditto
Item 3:	Ceiling with sound absorption material	Ditto
Item 4:	Special designed balcony a. Tmpa film mounted facing inside of swinging doors b. Acoustic louvre at ceiling c. Laminated glass balustrade	Ditto
Item 4A	Special designed flat roof on 1/F of Block 1 a. Tmpa film mounted facing inside of swinging doors b. Acoustic louvre at ceiling c. Laminated glass balustrade	Ditto
Item 5:	Fixed glazing	Ditto
Item 9:	Maintenance window	Ditto
Item 6:	Vertical acoustic louvre	Residential Common Facilities
Item 7:	Horizontal acoustic louvre	Ditto
Item 8:	4-metre high (from the ground) noise barrier	Estate Common Facilities

Remark:

\*Please refer to the Eighth Schedule for Allocation and Locations of the Noise Mitigation Measures.



THE EIGHTH SCHEDULE ABOVE REFERRED TO  
Allocation and Location of Noise Mitigation Measures

(1) Allocation and Location of Noise Mitigation Measures forming part(s) of the Residential Units\*\*

Block	Flat Unit	Floor <sup>1</sup>	Location of Noise Mitigation Measures
Block 1	A	1/F – 17/F	Item 1 at LIV./ DIN., M.B.R. & B.R.1
Block 1	B, C	1/F	Item 1 at LIV./ DIN. & M.B.R. Item 4A at LIV./ DIN. & M.B.R. Item 5 at LIV./ DIN. Item 9 at LIV./DIN.
Block 1	B	2/F – 3/F	Item 1 at LIV./ DIN. & M.B.R. Item 2 at LIV./ DIN. & M.B.R. Item 3 at LIV./ DIN. & M.B.R. Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. Item 9 at LIV./DIN.
Block 1	B	5/F – 17/F	Item 1 at LIV./ DIN. & M.B.R. Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. Item 9 at LIV./DIN.
Block 1	C	2/F – 5/F	Item 1 at LIV./ DIN. & M.B.R. Item 2 at LIV./ DIN. & M.B.R. Item 3 at LIV./ DIN. & M.B.R. Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. Item 9 at LIV./DIN.
Block 1	C	6/F – 17/F	Item 1 at LIV./ DIN. & M.B.R. Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. Item 9 at LIV./DIN.
Block 1	D1	1/F	Item 1 at M.B.R. & B.R.1 Item 2 at LIV./ DIN., M.B.R. & B.R.1 Item 3 at LIV./ DIN., M.B.R. & B.R.1 Item 4A at LIV./ DIN., M.B.R. & B.R.1 Item 5 at LIV./ DIN. & M.B.R.
Block 1	D1	2/F – 6/F	Item 1 at M.B.R. & B.R.1 Item 2 at LIV./ DIN., M.B.R. & B.R.1 Item 3 at LIV./ DIN., M.B.R. & B.R.1 Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. & M.B.R.
Block 1	D1	7/F – 17/F	Item 1 at M.B.R. & B.R.1 Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. & M.B.R.
Block 1	H1	18/F	Item 1 at M.B.R.1 Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. & FAMILY Item 9 at LIV./DIN. & FAMILY
Block 2	A	1/F – 17/F	Item 1 at LIV./ DIN., M.B.R. & B.R.1
Block 2	B	1/F	Item 1 at LIV./ DIN. & M.B.R. Item 4 at LIV./ DIN.

			Item 5 at LIV./ DIN. Item 9 at LIV./DIN.
Block 2	B	2/F – 5/F	Item 1 at LIV./ DIN. & M.B.R. Item 2 at LIV./ DIN. & M.B.R. Item 3 at LIV./ DIN. & M.B.R. Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. Item 9 at LIV./DIN.
Block 2	B	6/F – 17/F	Item 1 at LIV./ DIN. & M.B.R. Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. Item 9 at LIV./DIN.
Block 2	C	1/F – 5/F	Item 1 at LIV./ DIN. & M.B.R. Item 2 at LIV./ DIN. & M.B.R. Item 3 at LIV./ DIN. & M.B.R. Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. Item 9 at LIV./DIN.
Block 2	C	6/F – 17/F	Item 1 at LIV./ DIN. & M.B.R. Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. Item 9 at LIV./DIN.
Block 2	D2	1/F – 6/F	Item 1 at M.B.R. & B.R.1 Item 2 at LIV./ DIN., M.B.R. & B.R.1 Item 3 at LIV./ DIN., M.B.R. & B.R.1 Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. & M.B.R.
Block 2	D2	7/F – 17/F	Item 1 at M.B.R. & B.R.1 Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. & M.B.R.
Block 2	H2	18/F	Item 1 at M.B.R.1 Item 4 at LIV./ DIN. Item 5 at LIV./ DIN. & FAMILY Item 9 at LIV./DIN. & FAMILY

Remark:

\*\* Items 1-5 & 9 of the Noise Mitigation Measures are set out in the Seventh Schedule.

(2) Allocation and Location of Noise Mitigation Measures forming part(s) of the Residential Common Facilities which are outside the Residential Units and near the following\*\*\*:

Block	Flat Unit	Floor <sup>1</sup>	Location of Noise Mitigation Measures
Block 1	A	1/F – 17/F	Item 6 & 7 near LIV./ DIN., M.B.R. & B.R.1
Block 1	B, C	1/F	Item 6 near LIV./ DIN. & M.B.R.
Block 1	B, C	2/F – 17/F	Item 6 & 7 near LIV./ DIN. & M.B.R.
Block 1	D1	1/F	Item 6 near M.B.R. & B.R.1
Block 1	D1	2/F – 17/F	Item 6 & 7 near M.B.R. & B.R.1
Block 1	H1	18/F	Item 6 & 7 near M.B.R.1
Block 2	A	1/F – 17/F	Item 6 & 7 near LIV./ DIN., M.B.R. & B.R.1
Block 2	B, C	1/F – 17/F	Item 6 & 7 near LIV./ DIN. & M.B.R.

Block 2	D2	1/F – 17/F	Item 6 & 7 near M.B.R. & B.R.1
Block 2	H2	18/F	Item 6 & 7 near M.B.R.1

Remark:

\*\*\*Items 6-7 of the Noise Mitigation Measures are set out in the Seventh Schedule.

(3) Allocation and Location of Noise Mitigation Measures forming part(s) of the Estate Common Facilities\*\*\*\*

Floor <sup>1</sup>	Location of Noise Mitigation Measures
G/F	Item 8 along the boundary (point AF to run-in) near Castle Peak Road

Remark:

\*\*\*\* Item 8 of the Noise Mitigation Measures is set out in the Seventh Schedule.

**Abbreviation:**

LIV./ DIN.	Living/ Dining Room
M.B.R.	Master Bedroom
M.B.R.1	Master Bedroom 1
B.R.1	Bedroom 1
FAMILY	Family Room

Note:

(1) There is no 4<sup>th</sup> Floor, 13<sup>th</sup> Floor and 14<sup>th</sup> Floor in the designation of floor level of the Building.

SEALED with the COMMON SEAL of the )  
Registered Owner and SIGNED by )  
[REDACTED] )  
directors, as duly authorized by )  
the resolution of its Board of Directors )  
whose signature(s) is/are verified )  
by:- )

  
REMUS WONG SUN MAN  
Solicitor, Hong Kong SAR  
Wong and Chan

June 12

← 173.7



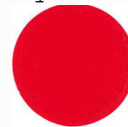
SIGNED SEALED and DELIVERED by )  
the First Purchaser in the presence of :- )





CHOW HO YIN  
Solicitor, HKSAR  
Messrs. Tony Kan & Co., Solicitors & Notaries

(Holder of Hong Kong Identity Card



INTERPRETED to the First Purchaser by :-



CHOW HO YIN  
Solicitor, HKSAR  
Messrs. Tony Kan & Co., Solicitors & Notaries

SEALED with the COMMON SEAL of the )  
Management Company and SIGNED by )  
[REDACTED] )  
director(s), as duly authorized by )  
the resolution of its Board of Directors )  
~~whose signature(s) is/are verified~~ )  
~~by~~ in the presence of: )





REMUS WONG SUN MAN  
Solicitor, Hong Kong SAR  
Wong and Chan



SEALED with the COMMON SEAL of the )  
Lender and SIGNED by )  
[REDACTED] )  
director & / as duly authorized by )  
the resolutions of its Board of Directors )  
whose signature(s) is/are verified )  
by :- )



REMUS WONG SUN MAN  
Solicitor, Hong Kong SAR  
Wong and Chan



Allocation of Car Park		DMC Definitions
Car Park Numbers		<b>Car Park Units</b> (Except Parking Space No. 30 for Disabled Persons which is of Estate Common Areas)
36 Nos. of Residential Parking Spaces including 1 No. Parking Space (No. 30) for Disabled Persons		
5 Nos. of Motor Cycle Parking Spaces		
8 Nos. of Visitors' Parking Spaces including 1 No. Parking Space for Disabled Persons		
		<b>Estate Common Areas</b>

THIS PLAN IS PREPARED BASED ON  
CSP APPROVED BY B.D. ON 3-12-2018.



## BASEMENT FLOOR PLAN

SCALE 1:250 (A3)

- LEGEND:

- ☐ CAR PARK UNITS
  - ☐ CAR PARK COMMON AREAS/ CAR PARK COMMON FACILITIES
  - ☐ ESTATE COMMON AREAS/ ESTATE COMMON FACILITIES
  - ☐ RESIDENTIAL COMMON AREAS/ RESIDENTIAL COMMON FACILITIES



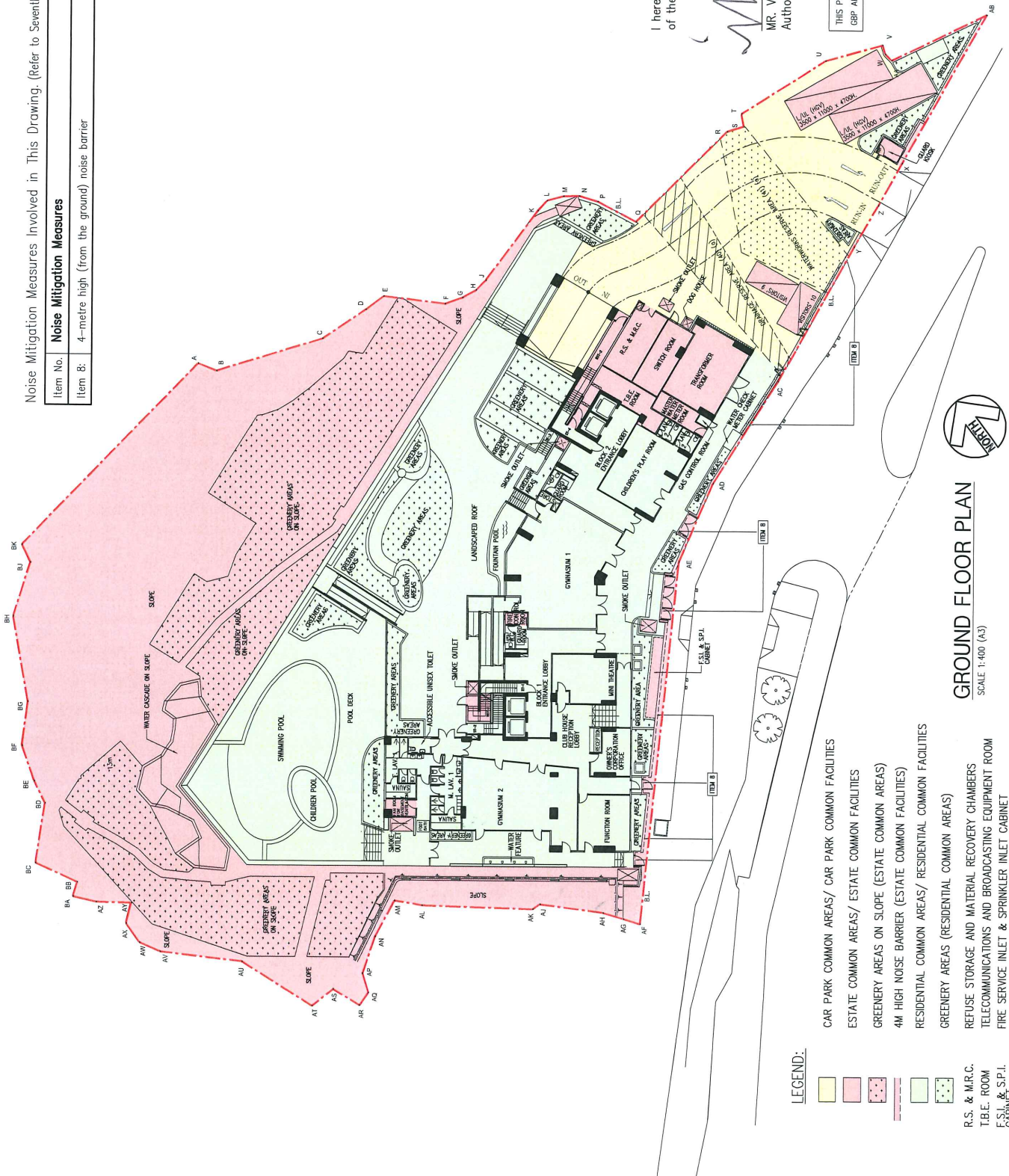


Noise Mitigation Measures Involved in This Drawing. (Refer to Seventh Schedule & DMC-09 for more detail)

Item No.	Noise Mitigation Measures	DMC Definitions
Item 8:	4-metre high (from the ground) noise barrier	Estate Common Facilities

REV. NO.	2	9163	14
DATE	17/08	8	30/05/23
BY			

THESE DRAWINGS ARE THE PROPERTY OF THE CLIENT AND ARE NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE CLIENT.



- LEGEND:
- CAR PARK COMMON AREAS/ CAR PARK COMMON FACILITIES
  - ESTATE COMMON AREAS/ ESTATE COMMON FACILITIES
  - GREENERY AREAS ON SLOPE (ESTATE COMMON AREAS)
  - 4M HIGH NOISE BARRIER (ESTATE COMMON FACILITIES)
  - RESIDENTIAL COMMON AREAS/ RESIDENTIAL COMMON FACILITIES
  - GREENERY AREAS (RESIDENTIAL COMMON AREAS)
  - REFUSE STORAGE AND MATERIAL RECOVERY CHAMBERS
  - TELECOMMUNICATIONS AND BROADCASTING EQUIPMENT ROOM
  - FIRE SERVICE INLET & SPRINKLER INLET CABINET

I hereby certify the accuracy of the plan

MR. VICTOR CHAN  
Authorized Person

THIS PLAN IS PREPARED BASED ON  
GBP APPROVED BY B.O. ON 3-12-2018.

GROUND FLOOR PLAN  
SCALE 1:400 (A3)

J	GENERAL REVISION	1	1	1	1
I	GENERAL REVISION	1	1	1	1
H	GENERAL REVISION	1	1	1	1
G	GENERAL REVISION	1	1	1	1
F	GENERAL REVISION	1	1	1	1
E	GENERAL REVISION	1	1	1	1
D	GENERAL REVISION	1	1	1	1
C	GENERAL REVISION	1	1	1	1
B	GENERAL REVISION	1	1	1	1
A	GENERAL REVISION	1	1	1	1

PROJECT: RESIDENTIAL DEVELOPMENT  
AT TUNG LUNG TAI LOT NO. 70  
TUNG LUNG TAI

NO.	14002	DMC-02	J
DATE	17/08	8	30/05/23
BY			

L&K  
LOK ARCHITECTS LTD  
林維德建築師有限公司



DATE REC'D.	2 / 9163 / 14
P.O. NO.	8 / 30353
NO. OF PAGES	
NOTES :	

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ALL DIMENSIONS MUST BE NOTED AT THE WORK BY THE CONTRACTOR.

ALL PERITS, SPECIFICATIONS AND THEIR EXPLANATIONS ARE THE PROPERTY OF THE ARCHITECT AND SHALL BE RETURNED AT THE COMPLETION OF THE WORK.

[illegible]

PROPOSED RESIDENTIAL DEVELOPMENT  
AT TSING LUNG TAU LOT NO. 70

I hereby certify the accuracy of the plan

MR. VICTOR CHAN  
Authorized Person

THIS PLAN IS PREPARED BASED ON  
GBP APPROVED BY B.D. ON 9-2-2018.



LUCK ARCHITECTS LTD  
林陳國建築師有限公司

















**Video Club**  
 100 C. 1000



**1/F PLAN**  
**SCALE 1:250 (A3)**

## BLOCK 1

## BLOCK 2

- |                |   |   |
|----------------|---|---|
| <b>LEGEND:</b> |  | RESIDENTIAL UNITS                                       |
|                |  | RESIDENTIAL COMMON AREAS/ RESIDENTIAL COMMON FACILITIES |
|                |  | EXTERNAL WALLS OF BUILDING (RESIDENTIAL COMMON AREAS)   |
|                |  | BALCONY   |
|                |  | UTILITY PLATFORM  |
|                |  | ELECTRICAL LOW VOLTAGE                                  |
|                |  | ELECTRICAL ROOM   |
|                |  | HOSE REEL   |
|                |  | PIPE DUCT   |
|                |  | REFUSE STORAGE AND MATERIAL RECOVERY ROOM               |
|                |  | WATER METER CABINET                                     |
|                |  | BAL.  |
|                |  | UP.   |
|                |  | ELV.  |
|                |  | ELEC. ROOM  |
|                |  | H.R.  |
|                |  | P.D.  |
|                |  | R.S. & M.R.R.   |
|                |  | N.M.C.  |

800. 487.	2	9163	14
B.D.			
735. 487.	8	30353	
FPB			
W.D. 487.			

NOTES :

DO NOT SCALE DIMENSIONS

ALL DIMENSIONS MUST BE VERIFIED AT THE WORK BY THE CONTRACTOR

ALL PILES, BRIDGEHEADS AND TOWER FOUNDATIONS ARE THE PROPERTY OF THE AGENTS AND SHALL BE RETURNED AT

J	GENERAL REVISION	1	100%	NC	E, F
I	GENERAL REVISION	2	100%	NC	E, F
H	GENERAL REVISION	3	100%	NC	E, F
G	GENERAL REVISION	4	100%	NC	E, F
F	GENERAL REVISION	5	100%	NC	E, F
E	GENERAL REVISION	6	100%	NC	E, F
D	GENERAL REVISION	7	100%	NC	E, F
C	GENERAL REVISION	8	100%	NC	E, F
B	GENERAL REVISION	9	100%	NC	E, F
A	GENERAL REVISION	10	100%	NC	E, F
MD	GENERAL REVISION	11	100%	NC	E, F

PROJECT  
PROPOSED RESIDENTIAL DEVELOPMENT  
AT TSING LUNG TAU LOT NO. 70  
TSIEN WAN

I hereby certify the accuracy of the plan

MR. VICTOR CHAN  
Authorized Person

THIS PLAN IS PREPARED BASED ON  
CEP APPROVED BY B.D. ON 9-2-2018.



LUCK ARCHITECTS LTD  
林曉簡建築師有限公司




**Victim Care**  
 1-800-745-6289  
 1-800-745-6289



## BLOCK 1

2/F & 3/F PLAN

SCALE 1:250 (A3)

	RESIDENTIAL UNITS
	RESIDENTIAL COMMON AREAS/ RESIDENTIAL COMMON FACILITIES
	EXTERNAL WALLS OF BUILDING (RESIDENTIAL COMMON AREAS)
BAL.	BALCONY
UP.	UTILITY PLATFORM
ELV.	ELECTRICAL LOW VOLTAGE
ELE. ROOM	ELECTRICAL ROOM
H.R.	HOSE REEL
P.D.	PIPE DUCT
R.S. & M.R.R.	REFUSE STORAGE AND MATERIAL RECOVERY ROOM
W.M.C.	WATER METER CABINET

LEGEND:



NOTES:

DO NOT SCALE DRAWINGS.

ALL DIMENSIONS MUST BE NOTED AS THE WORK BY THE CONTRACTOR.

ALL PILING, BRIDGES AND THEIR COMPONENTS ARE THE PROPERTY OF THE ARCHITECT AND SHALL BE RETURNED TO HIM.

[illegible]

PROJECT  
PROPOSED RESIDENTIAL DEVELOPMENT  
AT TSING LUNG TAU LOT NO. 70  
TSIEN WAN

I hereby certify the accuracy  
of the plan

MR. VICTOR CHAN  
Authorized Person

THIS PLAN IS PREPARED BASED ON  
GBP APPROVED BY B.D. ON 9-2-2018



5/F PLAN TO 17/F PLAN (11 FLOORS)

(EXCLUDING 4/F, 13/F & 14/F)  
SCALE 1:250 (A3)

SCALE 1:250 (A3)



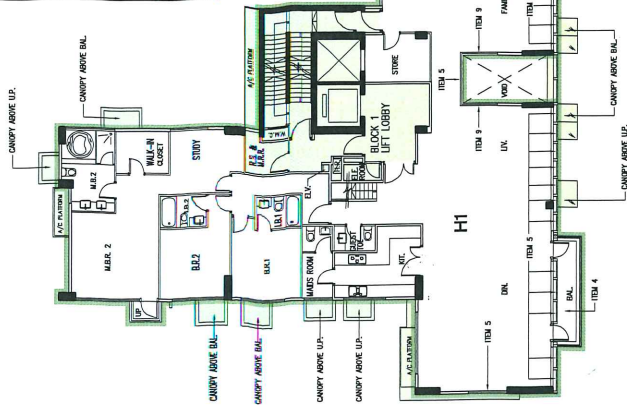
## BLOCK 1

BLOCK 2

RESIDENTIAL UNITS	RESIDENTIAL COMMON AREAS/ RESIDENTIAL COMMON FACILITIES	EXTERNAL WALLS OF BUILDING (RESIDENTIAL COMMON AREAS)
AL	BALCONY	
P.	UTILITY PLATFORM	
LV.	ELECTRICAL LOW VOLTAGE	
LE. ROOM	ELECTRICAL ROOM	
IR.	HOSE REEL	
D.	PIPE DUCT	
U.S. & M.R.R.	REFUSE STORAGE AND MATERIAL RECOVERY ROOM	
W.C.	WATER METER CABINET	

Noise Mitigation Measures Involved in This Drawing. (Refer to Seventh Schedule & DMC-09 for more detail)

Item No.	Noise Mitigation Measures	DMC Definitions
Item 1:	Special designed window a. Tmpa film mounted facing inside of operable top hung windows b. 1,100mm laminated glass barriers c. Tmpa film mounted facing outside of 1,100mm laminated glass barriers	Residential Units
Item 2:	Pelmet with sound absorption material	
Item 3:	Ceiling with sound absorption material	
Item 4:	Special designed balcony a. Tmpa film mounted facing inside of swinging doors b. Acoustic louvre at ceiling c. Laminated glass balustrade	
Item 5:	Fixed glazing	
Item 9:	Maintenance Window	
Item 6:	Vertical acoustic louvre	Residential Common Area
Item 7:	Horizontal acoustic louvre	



LEGEND:

- RESIDENTIAL UNITS
- RESIDENTIAL COMMON AREAS/ RESIDENTIAL COMMON FACILITIES
- EXTERNAL WALLS OF BUILDING (RESIDENTIAL COMMON AREAS)
- BALCONY
- UTILITY PLATFORM
- ELECTRICAL LOW VOLTAGE
- ELECTRICAL ROOM
- HOSE REEL
- PIPE DUCT
- REFUSE STORAGE AND MATERIAL RECOVERY ROOM
- WATER METER CABINET

## BLOCK 1

## BLOCK 2

I hereby certify the accuracy of the plan

*[Signature]*

MR. VICTOR CHAN  
Authorized Person

THIS PLAN IS PREPARED BASED ON  
GBP APPROVED BY B.D. ON 3-12-2018.

## 18/F PLAN

SCALE 1:250 (A3)

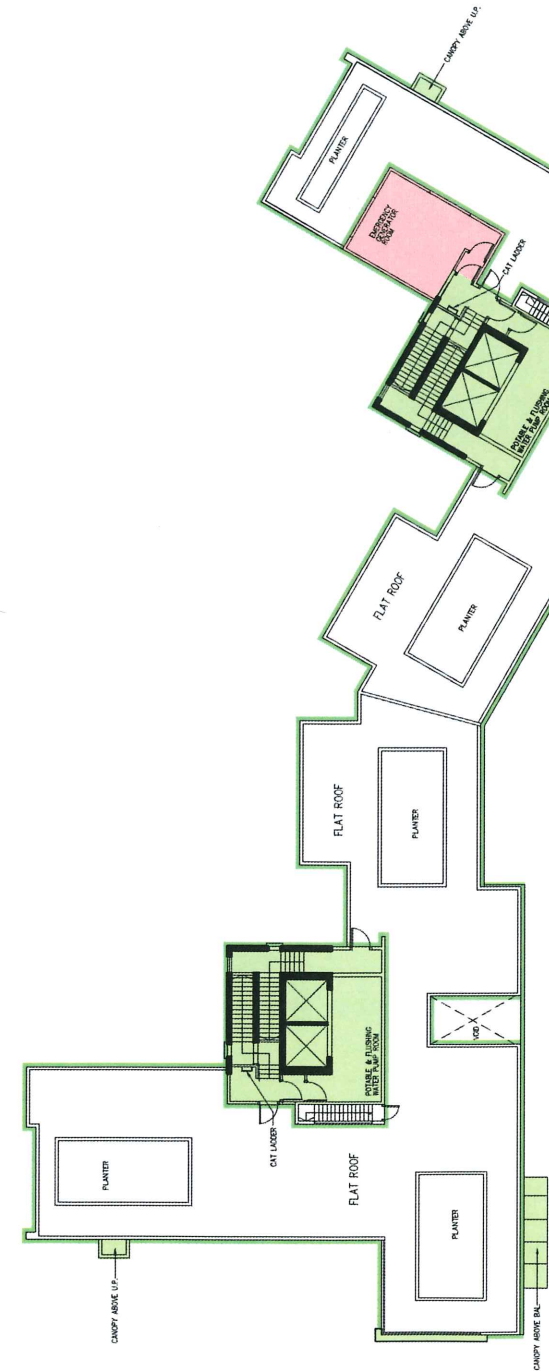
DATE: 2 / 9/13 / 14	REV: 8 / 30/53
PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT TSING LING TAU LOT NO. 70, TSING LING	
DESIGN: 18/F PLAN (FOR DMC)	
REVISION:	
NO. 1	GENERAL REVISION
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LGK

LGK ARCHITECTS LTD  
林耀雄建築師有限公司

18/F PLAN (FOR DMC)

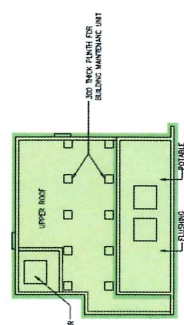
DATE: 2 / 9/63 / 14	REVISED: 8 / 30/53
PROJECT: 14002	DMC-07
CLIENT: LCK JANCHEN LTD	林建業有限公司
DESIGNER: LCK JANCHEN LTD	林建業有限公司
ARCHITECT: LCK JANCHEN LTD	林建業有限公司
ENGINEER: LCK JANCHEN LTD	林建業有限公司
PLUMBING: LCK JANCHEN LTD	林建業有限公司
ELECTRICAL: LCK JANCHEN LTD	林建業有限公司
MECHANICAL: LCK JANCHEN LTD	林建業有限公司
LANDSCAPE: LCK JANCHEN LTD	林建業有限公司
INTERIOR DESIGN: LCK JANCHEN LTD	林建業有限公司
EXTERIOR DESIGN: LCK JANCHEN LTD	林建業有限公司
CONSTRUCTION: LCK JANCHEN LTD	林建業有限公司
OPERATION: LCK JANCHEN LTD	林建業有限公司
MAINTENANCE: LCK JANCHEN LTD	林建業有限公司
REPAIR: LCK JANCHEN LTD	林建業有限公司
RENOVATION: LCK JANCHEN LTD	林建業有限公司
DEMOLITION: LCK JANCHEN LTD	林建業有限公司
CONSTRUCTION: LCK JANCHEN LTD	林建業有限公司
OPERATION: LCK JANCHEN LTD	林建業有限公司
MAINTENANCE: LCK JANCHEN LTD	林建業有限公司
REPAIR: LCK JANCHEN LTD	林建業有限公司
RENOVATION: LCK JANCHEN LTD	林建業有限公司
DEMOLITION: LCK JANCHEN LTD	林建業有限公司



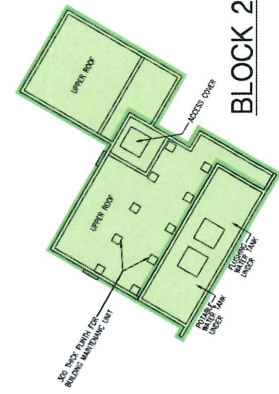
**BLOCK 1**

**BLOCK 2**

**ROOF FLOOR PLAN**  
SCALE 1:250 (A3)



**BLOCK 1**



**BLOCK 2**

- LEGEND:**
- RESIDENTIAL UNITS
  - RESIDENTIAL COMMON AREAS / RESIDENTIAL COMMON FACILITIES
  - EXTERNAL WALLS OF BUILDING (RESIDENTIAL COMMON AREAS)
  - ESTATE COMMON AREAS / ESTATE COMMON FACILITIES

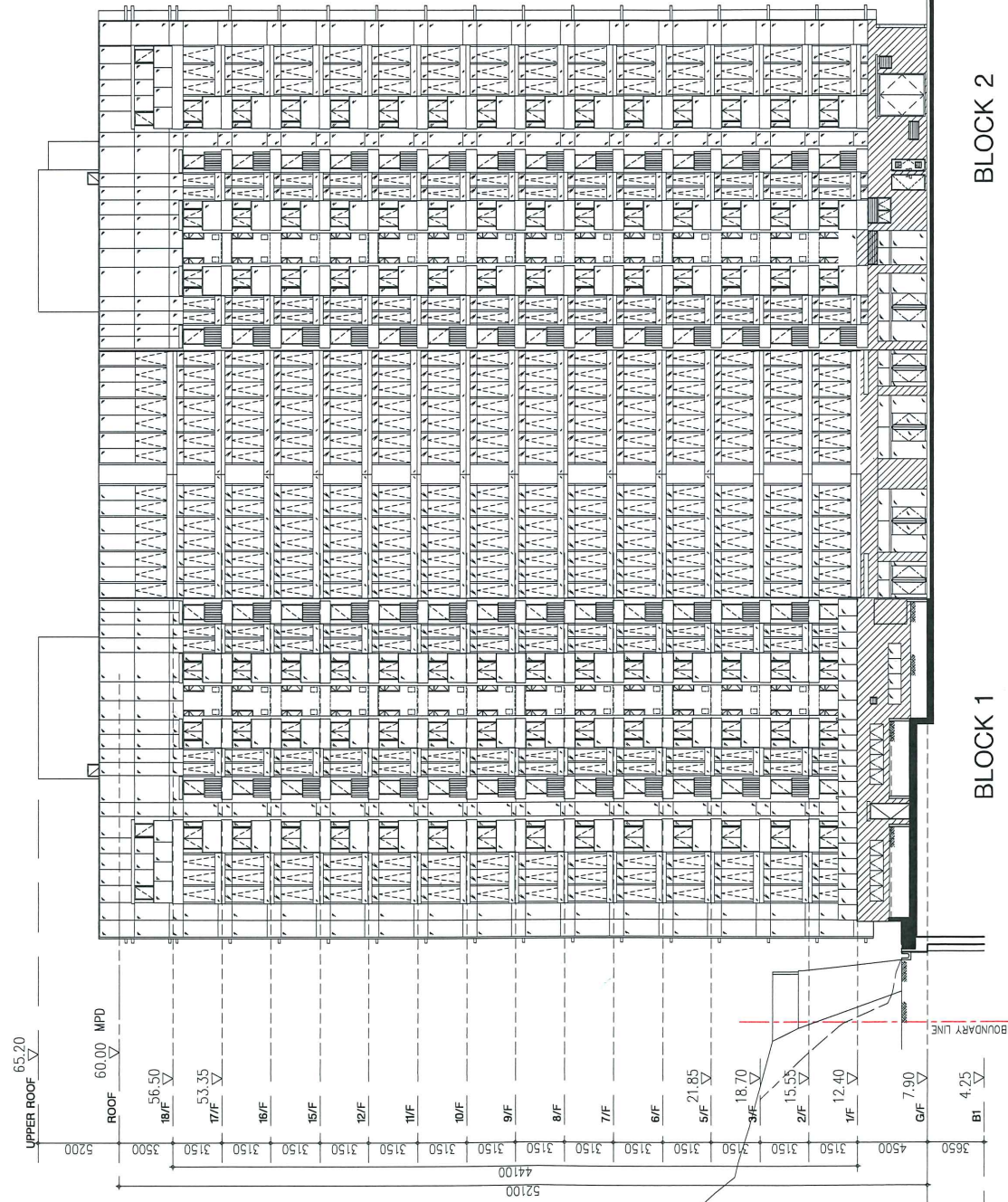
**UPPER ROOF FLOOR PLAN**  
SCALE 1:250 (A3)

I hereby certify the accuracy of the plan

*[Signature]*  
MR. VICTOR CHAN  
Authorized Person

THIS PLAN IS PREPARED BASED ON  
GBP APPROVED BY E.D. ON 9-2-2018.





I hereby certify the accuracy  
of the plan

MR. VICTOR CHAN  
Authorized Person

THIS PLAN IS PREPARED BASED ON  
G8P APPROVED BY B.O. ON 24-4-2018.

[illegible]



**LEGEND:**

RESIDENTIAL COMMON AREAS/ RESIDENTIAL COMMON FACILITIES

I hereby certify the accuracy  
of the plan

MR. VICTOR CHAN  
Authorized Person

THIS PLAN IS PREPARED BASED ON  
GBP APPROVED BY B.O. ON 9-2-2018.



REV. NO. 2 / 9163 / 14

B.D. 8 / 30353

DATE 8 / 30353

SCALE 1:1000

NOTES

1. THIS PLAN IS FOR THE PROPOSED RESIDENTIAL DEVELOPMENT AT TSIUNG LUNG TAU LOT NO. 70, TSUEN WAN.

2. THE PROPOSED BUILDING IS SHOWN IN THE PINK AREA.

3. THE SLOPE STRUCTURE OUTSIDE SITE BOUNDARY - GREEN CROSS-HATCHED BLACK AREA IN LEASE CONDITION (43)(a) IS SHOWN IN THE GREEN CROSS-HATCHED BLACK AREA.

4. THE SLOPE STRUCTURE OUTSIDE SITE BOUNDARY - GREEN HATCHED BLACK AREA IN LEASE CONDITION (42)(a) IS SHOWN IN THE GREEN HATCHED BLACK AREA.

5. THE SLOPE STRUCTURE INSIDE SITE BOUNDARY - PINK AREA IS SHOWN IN THE PINK AREA.

GENERAL REVISION

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REVISION

I hereby certify the accuracy of the plan

MR. VICTOR CHAN  
Authorized Person

# PLAN OF SLOPE STRUCTURE

SCALE 1:500 (A1) 1:1000 (A3)

SLOPE STRUCTURE OUTSIDE SITE BOUNDARY - GREEN CROSS-HATCHED BLACK AREA IN LEASE CONDITION (43)(a)

SLOPE STRUCTURE OUTSIDE SITE BOUNDARY - GREEN HATCHED BLACK AREA IN LEASE CONDITION (42)(a)

SLOPE STRUCTURE INSIDE SITE BOUNDARY - PINK AREA

THIS PLAN IS BASED ON THE PROVIDED LOT PLAN NO. TW2253-SP ATTACHED TO THE CONDITIONS OF SALE

LQK ARCHITECTS LTD  
林謙建築師有限公司

VICTOR CHAN  
林謙建築師有限公司



Dated the 22<sup>nd</sup> day of September 2020

\*\*\*\*\*

DEED OF MUTUAL COVENANT  
AND MANAGEMENT AGREEMENT

in respect of

L'AQUATIQUE (逸璟 • 龍灣)

\*\*\*\*\*

Registered in the Land Registry by  
Memorial No.  
on

**WONG AND CHAN**  
Solicitors & Notaries  
Room 604, 6<sup>th</sup> Floor,  
Tower 1, Lippo Centre,  
89 Queensway,  
Hong Kong

Ref.: RSMW/M99/4693/14