

THIS DEED made this 20th day of September 2021

BETWEEN

(1) **TREASURE MEGA LIMITED** whose registered office is situate at 4/F Tung Hip Commercial Building, 244-248 Des Voeux Road Central, Sheung Wan (hereinafter called "the First Owner" which expression shall where the context so admits include its or their successors and assigns) of the first part;

(2) **TREASURE CHEST LIMITED** whose registered office is situate at 4/F Tung Hip Commercial Building, 244-248 Des Voeux Road Central, Sheung Wan, Hong Kong (hereinafter called "the Second Owner" which expression shall where the context so admits includes his/her/its or their successors in title and persons deriving title under or through him/her/it or them) of the second part;

(3) Savills Property Management Limited whose registered office is situate at Suites 805-15, 8/F, 1111 King's Road, Taikoo Shing,, Hong Kong (hereinafter called "the Manager" which expression shall where the context so admits include any person for the time being holding office as Manager under this Deed or the Ordinance, including, where appropriate, the Owners' Corporation) of the third part; and

(4) **SHANGHAI COMMERCIAL BANK LIMITED (上海商業銀行有限公司)** whose registered office is situate at Shanghai Commercial Bank Tower, 12 Queen's Road Central, Hong Kong (hereinafter called "the Mortgagee" which expression shall where the context so admits include its successors and assigns) of the fourth part.

WHEREAS :-

A. Immediately prior to the assignment to the Second Owner, the First Owner was the registered owner of the Land which is held from the Government absolutely under and by virtue of the Government Grant under which the First Owner is entitled to a lease of a term of 50 years commencing from the 24th day of September 2014 subject to payment of the rent and to the observance and performance of the terms subject to the Debenture.

B. The First Owner has developed or is in the course of developing the Land in accordance with the Building Plans and has constructed or is in the course of constructing thereon the Estate.

C. For the purposes of sale and defining individual ownership, the Land and the Estate have been notionally divided into 2,549 equal undivided parts or shares, the



allocation of which is set out in the First Schedule hereto.

D. By a Partial Release dated the 20th day of September 2021 All Those 770 equal undivided 2,549th parts or shares of and in the Land and the Estate together with the exclusive right to hold use occupy and enjoy ALL THAT House 1 of the Estate ("the said Property") was (inter alia) released/reassigned by the Mortgagee to the First Owner freed and discharged from the Debenture.

E. By an assignment bearing even date herewith and made between the First Owner of the first part and the Second Owner of the second part the First Owner assigns unto the Second Owner the said Property absolutely subject to the Government Grant and this Deed.

F. The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, improvement, insurance and servicing of the Land and the Estate, and their equipment, services and apparatus and for the purpose of defining and regulating the respective rights, interests and obligations of the Owners in respect of the Land and the Estate and the Right of Way Area.

G. This Deed has been approved by the Director of Lands in accordance with the Government Grant.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

1. DEFINITION AND INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings ascribed to them whenever the context so permits :-

"Authorized Person" means Mr. Wong Min Hon Thomas of Wong Tung & Partners Limited, and any other replacement authorized person for the time being appointed by the First Owner.

"Bank Account" means any interest-bearing account with a licensed bank of the Hong Kong Special Administrative Region within the meaning of Section 2 of the Banking Ordinance (Cap.155) opened and maintained in the name of the Manager as trustee for the Owners and if an Owner's Corporation is formed, in the name of the Manager as trustee for the Owner's Corporation.

"Building Plans" means the general building plans and specifications in respect of the Estate or in respect of any part or parts of the Estate prepared by the Authorized Person and approved by the Building Authority under reference no.BD/2/9006/15 and includes any amendment thereto as approved by the Building Authority.

"Car Parking Space" means a (i) Residential Parking Space or (ii) a Visitors' Carparking Space.

"Common Parts Undivided Shares" means those Undivided Shares allocated to the Estate Common Areas and Estate Common Facilities as a whole.

"Conveyancing and Property Ordinance" means the Conveyancing and Property Ordinance (Cap.219) of the Laws of the Hong Kong Special Administrative Region and any statutory

amendments, modifications or re-enactments thereof for the time being in force.

- "this Deed" means this Deed of Mutual Covenant And Management Agreement.
- "Debenture" means the Debenture and Mortgage dated 3rd October 2014 made between the First Owner and the Mortgagee and registered in the Land Registry by Memorial No.14101002480177 as supplemented by (i) Supplement To Debenture And Mortgage dated 6th January 2015 and registered in the Land Registry by Memorial No.15011602800108; (ii) Second Supplement To Debenture And Mortgage dated 26th June 2017 and registered in the Land Registry by Memorial No.17071102310278; and (iii) any supplements thereto.
- "Disabled Parking Space" means a parking space for the disabled persons provided pursuant to Special Condition No.(18)(b)(i) of the Government Grant which is for the purpose of identification shown on the Basement Plan certified as to their accuracy by the Authorized Person annexed hereto and thereon coloured Yellow and marked "V2".
- "Estate" means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant and the Building Plans and known as "The Duet 雙玥".
- "Estate Common Areas" means the whole of the Land and the Estate (except the Houses), designed or intended for common use and benefit of the Owner and shall include but not limited to such of the circulation passages, driveway, ramps, entrances and exits to the Estate, main switch room, sprinkler water tanks, sprinkler pump room, fire services water tank, fire services pump room, F.S. pump room (carpark), electrical room (carpark), Visitors' Carparking Spaces, water master meter

room, TBE room, sewage treatment plant room, transformer room, vertical green walls, plantation areas, refuse collection room, external walls (except the internal plaster and internal finishes facing a House) and external finishes and features thereon, fence and fence walls of the whole Estate, green roof, Greenery Areas, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities and other areas and spaces containing the Estate Common Facilities and other areas and spaces in any part or parts of the Estate which are for the common use and benefit of the Owners of the Estate and all other common parts specified in Schedule 1 to the Ordinance which are for the purpose of identification shown coloured Yellow on the plan(s) certified as to their accuracy by the Authorized Person annexed hereto.

"Estate Common Facilities"

means all equipment, facilities and systems designated as being for the use, benefit or service of the Estate Common Areas and without limiting the generality of the foregoing, include :-

- (a) Such of the sewers, drains, water courses, pipes, gutters, wires and cables and other service facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Estate through which water, sewage, gas, electricity and any other services are supplied to the Estate or any part or parts thereof;
- (b) Fire fighting installation and equipment installed at the Estate Common Areas;
- (c) Lamp posts, traffic lights and lighting within the Estate;
- (d) Lightning conductor of the Estate;
- (e) Trellis;

- (f) Existing Sewerage Treatment Facilities and the New Sewers;
- (g) Burglar alarm, metal gate and security systems (if any) which are for the use and benefit of the Land and the Estate as a whole and not for the use or benefit of a particular House; and
- (h) Other facilities and systems for the use and benefit of the Land and the Estate and not for the use and benefit of any particular Owner.

"Estate Rules"	means the rules governing the Estate as a whole and the Estate Common Areas and the Estate Common Facilities from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.
"Existing Sewerage Treatment Facilities"	The existing Sewerage Treatment Works and Disposal Facilities referred to in and provided within the Land and the Estate pursuant to Special Condition No.(36)(a) of the Government Grant.
"General Fund"	means the fund established and maintained by the Manager under Clause 6.2.6 hereof to pay the Management Expenses.
"Government"	means the Government of Hong Kong.
"Government Grant"	means the Agreement and Conditions of Sale dated the 24th day of September 2014 and registered and deposited in the Land Registry as New Grant No.21894;
"Greenery Areas"	means the greenery areas of the Estate, which are shown on the Greenery Floor Plan annexed hereto and thereon coloured "Green" and their size (in area) and common access thereto are also indicated thereon.
"Hong Kong"	means the Hong Kong Special Administrative Region

of the People's Republic of China.

"House"

means any of the 2 houses erected on the Land of which the Owner is entitled to the exclusive possession, including but not limited to two Residential Parking Spaces and the adjoining areas, the internal walls and partitions (whether load bearing or structural or not) and the internal plaster and internal finishes of or within the House, staircases, all glazing, windows panes and frames, railings and glass balustrades (enclosing a balcony, utility platform, roof or garden held with and forming of that House), the inner half of any walls and fence walls (whether load bearing or structural or not) separating the House or any part(s) thereof from any other House (or any part(s) of that House), the entire façade and external walls (whether structural or not) of that House on the Ground Floor or above and the external finishes thereon, the whole thickness of the walls (whether structural or not) separating the House and the Estate Common Areas on the Basement and the Ground Floor including the finishes on the walls facing the Estate Common Areas (but excluding the walls of the sewage treatment plan room and the transformer room which shall form part of the Estate Common Areas), columns, floor slabs, ceiling slabs, beams and other structural supports thereof, balcony, utility platform, roofs and flat roofs appurtenant thereto, F.S. water tank, F.S. pump room, potable water & flushing water pump room, low voltage electricity room, extra-low voltage electricity room, water-meter cabinet, gas-meter cabinet, lobby to F.S. water tank, lobby to F.S. pump room, lobby to potable water & flushing water pump room, lobby to voltage electricity room, lobby to extra-low voltage electricity room, the lift and its associated fittings and installations, lift shaft, gardens, swimming pool, plant rooms, pump rooms together with all systems, equipment, facilities, machinery, fixtures, fittings, letter box, but shall exclude the external walls (whether load bearing or structural or not) of the Estate and the external

finishes and features thereon (except the internal plaster and internal finishes of such external walls).

- "Land" means all That piece or parcel of land registered in the Land Registry as TUEN MUN TOWN LOT NO.512.
- "Maintain or maintain" means includes but is not limited to inspecting, testing, repairing, upholding, supporting, rebuilding, overhauling, paving, purging, scouring, cleansing, emptying, amending, keeping, replacing, redesigning, refurbishing, renovating, improving, decorating and painting or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.
- "Maintenance Manual" means the slope maintenance manual (if any) in respect of the Slopes and Retaining Walls.
- "Maintenance Manual for the Works and Installation" means the maintenance manual for the Works and Installations as mentioned in Clause 9.1.10 of Section IX as may from time to time be amended or revised in accordance with the provisions of this Deed.
- "Management" or "management" means all duties and obligations to be performed and observed by the Manager pursuant to this Deed.
- "Management Expenses" means the costs, charges and expenses necessarily and reasonably incurred in the management and maintenance of the Land and the Estate and the Right of Way Area and other costs and expenses as more particularly provided in Clause 6.4.1 hereof.
- "Management Fee" means the monthly sum payable by an Owner under Clause 6.4.3 (a) hereof for his share of the budgeted Management Expenses.
- "Management Shares" means the respective shares set out in the Second Schedule hereto based on which the contribution of

each Owner towards the management of the Land and the Estate under this Deed including the budgeted Management Expenses and the Manager's Remuneration is calculated.

- "Manager" means any person who for the time being is, for the purpose of this Deed, managing the Estate.
- "Manager's Remuneration" means the remuneration of the Manager as provided in Clause 6.3.1 hereof.
- "Month" means a calendar month.
- "New Sewers" The new sewers to be constructed within the Land and the Estate (including those altered from the existing sewers) for the purpose of connecting the sewers within the Land and the Estate with the Government sewers pursuant to Special Condition No.(36)(a) of the Government Grant.
- "Non-enclosed Areas" means the balcony or balconies and/or the utility platform(s) (if any) and the covered areas respectively beneath the same (if any) forming part of a House which are shown on the plans annexed hereto, the accuracy of such plans has been certified by or on behalf of the Authorized Person and thereon marked BAL. and U.P. respectively.
- "Occupation Permit" means an occupation permit or temporary occupation permit of the Estate or any part thereof issued by the Building Authority.
- "Occupier" means an occupant or occupier of a House for the time being.
- "Ordinance" means the Building Management Ordinance (Cap.344) and any statutory amendments modifications or re-amendments thereof for the time being in force and any sub-legislation made thereunder.
- "Owner" means each person in whom for the time being any

Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share.

- "Owners' Committee" means a committee of the Owners of the Estate established under the provisions of this Deed.
- "Owners' Corporation" means the corporation of the Owners incorporated under section 8 of the Ordinance.
- "Residential Parking Space" means a parking space provided pursuant to Special Condition No.(18)(a)(i) of the Government Grant located at the carport forming part of a House.
- "Right of Way Area" means the areas shown coloured Brown on the plan annexed to the Government Grant which areas is required to be upheld, maintained and repaired in accordance with Special Condition No.(27) of the Government Grant.
- "Salt Water Plumbing Facilities" The new salt water plumbing facilities to accept salt water supply from the Government for flushing purposes to be installed within the Land and the Estate pursuant to Special Condition No.(35)(b) of the Government Grant
- "Slopes and Retaining Walls" means such slopes (if any), slopes treatment works, retaining walls (including the seawall and marine

structures provided within the Land and the Estate pursuant to Special Condition No.(40)(b) of the Government Grant) and/or other structures within or outside the Land or the Estate the maintenance of which is the liability of the Owners under the provisions of the Government Grant or this Deed as shown coloured Pink on the Retaining Wall Plan certified as to its/their accuracy by the Authorized Person and attached to this Deed.

"Special Fund"

means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Estate of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Ordinance.

"Undivided Shares"

means an equal undivided part or share of and in the Land and of and in the Estate set out in the First Schedule hereto allocated in accordance with the provisions of this Deed.

"Visitors' Carparking Spaces"

means the Car Parking Spaces (one of which being a Disabled Parking Space) designated as being for the parking of visitors' motor vehicles provided pursuant to Special Condition No.(18)(a)(iii) of the Conditions which are for the purpose of identification shown on the Basement Plan certified as to their accuracy by the Authorized Person annexed hereto and thereon coloured Yellow and marked "V1" and "V2".

1.2 In this Deed where the context so permits, references to the singular include the plural and vice versa and references importing any of the masculine feminine and neuter genders include the others of them and references to persons include corporations.

1.3 The headings in this Deed are included merely for ease of reference and shall not affect the interpretation or construction of any clause or paragraph.

SECTION II

RIGHTS AND OBLIGATIONS OF THE OWNERS

2.1 The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed and subject to the Debenture in so far as it is still subsisting have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Second Owner All That the Estate Together with the appurtenances thereto and the entire rents and profits thereof save and except only (a) the said Property assigned to the Second Owner as aforesaid and (b) the Estate Common Areas and Estate Common Facilities.

2.2 The Second Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner All That the said Property Together with the appurtenances thereto and the entire rents and profits thereof.

2.3 Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.

2.4 The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions herein contained and the benefit and burden thereof shall be annexed to every part of the Land and the Estate and the Undivided Share(s) held therewith. The Conveyancing and Property Ordinance shall apply to this Deed.

2.5 Every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Estate together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Estate which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.

2.6 The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held

PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding 10 years.

2.7 Upon execution of this Deed, the whole of the Common Parts Undivided Shares comprised therein together with the Estate Common Areas and the Estate Common Facilities which they represent shall be assigned to and vested in the Manager free of costs or consideration. The Manager shall hold the Common Parts Undivided Shares together with the Estate Common Areas and Estate Common Facilities assigned as aforesaid on trust for the benefit of all the Owners for the time being subject to the Government Grant and in particular, Special Condition No. (15) of the Government Grant and subject to this Deed. In the event the appointment of the Manager is terminated, or the Manager shall be dismissed, wound up or have a receiving order made against it or is removed, and another manager be appointed in its stead as the new Manager in accordance with this Deed, then the liquidator or the receiver or the outgoing Manager shall assign the Common Parts Undivided Shares together with the Estate Common Areas and the Estate Common Facilities which they represent to the new Manager free of costs or consideration or that if an Owners' Corporation is formed under the Ordinance, it may require the Manager to assign the same and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights and powers of the Manager contained in this Deed.

2.8 No Owner including the First Owner shall have the right to convert the Estate Common Areas and Estate Common Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.

2.9 No Owner (including the First Owner) shall have the right to convert or designate as Estate Common Areas and Estate Common Facilities such part(s) of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Estate Common Areas and Estate Common Facilities to his own use or for his own benefit.

SECTION III

EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH UNDIVIDED SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY HOUSE HELD THEREWITH

3.1.1 The Owner of a House shall have the benefit of the following easements, rights and privileges subject to the provisions in this Deed including the provisions of the rights of the Manager as herein provided :-

- (a) full right and liberty for each Owner of a House, his tenants, servants, agents and licensees to go pass and repass over and along and use the Estate Common Areas and the Estate Common Facilities and (in common with all persons having the like right and subject to the rights of the general public in respect of the Right of Way Area) to go pass and repass the Right of Way Area for all purposes connected with the proper use and enjoyment of his House;
- (b) the right to subjacent and lateral support from other parts of the Estate and the right to subjacent and lateral support from the foundations and all other parts of the Estate; and
- (c) the free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and all other services from and to the House owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Estate for the proper use and enjoyment of the House owned by the Owner.

3.1.2 Each Owner of a House may, with or without servants, workmen and others at all reasonable times on reasonable written notice to the relevant Owner or the Manager (as the case may be for a House or the Estate Common Areas) (except in the case of emergency) enter into and upon the other Houses and the Estate Common Areas for the purposes of carrying out any work for the maintenance and repair of his House or its services (such work not being the responsibility of the Manager hereunder) where such entry is necessary in the circumstances causing as little disturbance as possible and forthwith making good any damage caused thereby.

SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNDIVIDED SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY HOUSE IS HELD

4.1.1 The following are the easements, rights and privileges subject to which each Undivided Share and the exclusive right to hold, use, occupy and enjoy each House is held :-

- (a) The Manager shall have full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to gain access to and enter into and upon the House or any part or parts thereof for the purposes of inspecting, examining, maintaining, repairing and improving any of the Estate Common Areas or to which access is gained via such House within the Estate or any part or parts thereof or any of the common facilities therein or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner or to abate any hazard or nuisance which does or may affect the Estate Common Areas and the Estate Common Facilities provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for and shall at his own expense make good any damage so caused and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the relevant House(s) and reinstate the same causing the least disturbance as is reasonably practicable.
- (b) Easements, rights and privileges over, along and through each House equivalent to those set forth in paragraphs (b) and (c) of Clause 3.1.1.
- (c) The full rights and privileges of the Director of Lands and his officers, contractors and any other persons authorized by him, of ingress, egress and regress to, from and through the Land for the purpose of carrying out of any works under the Government Grant and for the inspecting, checking and supervising such works.

4.1.2 Subject always to the provisions of this Deed, the Manager shall have full right and authority to manage all of the Estate Common Areas and the Estate Common Facilities in accordance with the provisions of this Deed, subject to the provisions of the Ordinance. Should there be any damage to any of the Estate Common Areas or the Estate Common Facilities or structures caused by the negligent or wilful acts or omission of any Owner or his licensees, agents or servants, the Manager shall be entitled to require such Owner to remedy the damage or to procure such remedy at the expense of such Owner.

SECTION V

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

5.1.1 Each Owner shall notify the Manager in writing of any change of ownership of that part of the Estate owned by him within one month from the date of the assignment in respect thereof. The previous Owner shall remain liable for all Management Expenses (including Manager's Remuneration) and all payments made up to the date of completion of sale and purchase.

5.1.2 Each Owner shall promptly pay and discharge all existing and future government rents, taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Estate owned by him and shall indemnify the other Owners from and against all liability therefor.

5.1.3 Each Owner shall pay to the Manager on the due date his due proportion of the Management Expenses payable by such Owner as herein provided.

5.1.4 No Owner shall make any structural alterations to any House owned by him unless with the prior approval of the Director of Buildings and any other relevant Government authority and prior notification to the Manager. No Owner nor the Manager shall make any structural alterations which will interfere with or affect rights of other Owners. No provisions shall be made pursuant to this Deed preventing an Owner from taking legal action against another Owner in this respect nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Estate Common Areas or the Estate Common Facilities nor any equipment or apparatus on, in or upon the Land not being equipment or apparatus for the exclusive use, enjoyment and benefit of any such Owner.

5.1.5 No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions in the Government Grant.

5.1.6 No Owner shall permit or suffer to be done any act or thing whereby any insurance on the Estate or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to being responsible for any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

5.1.7 Each Owner shall be responsible for and shall indemnify all other Owners and Occupiers and the Manager 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 default or negligence or omission of such Owner or any Occupier of any part of the Estate owned by him or any person using such part of the Estate with his consent expressed or implied or by or through or in any way owing to the overflow of water or spread of fire therefrom.

5.1.8 Except with the prior written consent of the Director of Environmental Protection and the Manager, the Owners shall not install or use on the Land or any part or parts thereof or in any building or buildings erected thereon, any machinery, furnace, boiler or other plant or equipment or any fuel, method or process of manufacture or treatment which might in any circumstances result in the discharge or emission of any pollutant or any noxious, harmful or corrosive matter, whether it be in the form of gas, smoke, liquid, solid or otherwise.

5.1.9 Each Owner shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default or omission of any person occupying with his consent expressed or implied any part or parts of the Estate owned by him. In the case of loss or damage which the Manager is responsible hereunder or to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers of any part or parts of the Estate for which the Manager is not responsible hereunder 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.

5.1.10 No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Estate.

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

5.1.12 Each Owner shall maintain in good repair and condition that part of the Estate owned by him in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Estate.

5.1.13 No Owner shall use or permit or suffer the part of the Estate owned by him to be used for any illegal or immoral purpose nor shall he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience or to other Owners and Occupiers for the time being of the Houses or to the neighbouring lot or lots or premises.

5.1.14 No Owner shall use or permit or suffer any part of the Estate to be used except in accordance with the Government Grant, the Occupation Permit, this Deed or any applicable Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.

5.1.15 The refuse storage and material recovery chamber of the Estate shall be used only by such Owners and in such manner as prescribed by the Manager and subject to the Estate Rules governing the same.

5.1.16 No Owner shall alter, repair, connect to or in any other way interfere with or affect the Estate Common Areas or the Estate Common Facilities without the previous written consent of the Manager.

5.1.17 Except as herein reserved or provided, no flags, banners, poles, cages, aerials, telecommunication equipment, shades, sculptures or other projections or structures whatsoever extending outside the exterior of any House and/or the Estate or any part thereof shall be erected, installed or otherwise affixed to or projected from the Estate or any part thereof.

5.1.18 Each Owner (including the First Owner) and the Manager covenant with each other that they shall at all times observe and perform the Estate Rules and all the covenants, conditions and provisions of this Deed and comply with the terms of the Government Grant.

5.1.19 Subject as herein provided, each Owner may at his own expense install in the part of the Estate owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any other part of the Estate or contravene any relevant Ordinance, regulation, rules or requirement of the Government or other competent authority.

5.1.20 No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Estate may be clogged or the efficient working thereof may be impaired.

5.1.21 No Owner shall:-

- (i) make any structural or other alterations to any part of the Estate which may damage or interfere with the use and enjoyment of any other part thereof;
- (ii) do or permit to be done any act or thing which may or will alter the external appearance of the Estate without the prior consent in writing of the Manager and any Government authorities if required;
- (iii) do or permit or suffer to be done by his tenants, Occupiers or licensees any act or thing which may interfere with or affect the construction of any part of the Estate at any time in the course of the maintenance of the Estate by the Manager;
- (iv) make any alteration to any installation or fixtures so as to affect or be likely to affect the supply of water, electricity or gas or other services to or in the Land and the Estate; or
- (v) cut or damage any of the structural walls, beams, columns, ceilings, roofs, floors or any structural part of the Estate or do anything whereby the structural strength of any part of the Estate may be affected.

5.1.22 Subject to Clause 5.1.27, no air-conditioning units or plants or any other fixture shall be installed through the windows or external walls of the Estate without the prior written consent of the Manager to any such installations and all conditions of such consent (if any) have been complied with and all possible measures shall be taken to prevent excessive noise, condensation or dripping onto any part of the Estate. Every Owner shall at his own costs and expenses keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his part of the Estate in good repair and condition.

5.1.23 No Owner shall use any part of the Estate Common Areas for the purposes of drying or hanging laundry, or placing or storing any dustbins, garbage cans, furniture, machinery, goods or chattels or other things thereon or therein other than in the spaces specifically provided for such purpose.

5.1.24 No part of the Estate Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon nor shall any part thereof be used for any business or private purpose.

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

5.1.26 No Owner shall, without the prior written consent of the Manager and the conditions of such consent having been complied with, install, or affix any air-conditioning units or plants or other articles to any part of the Estate (with the exception of air-conditioning units or plants in the space or room (if any) specifically provided for such purpose) or affix any other structures whether made of wood, metal, cement or any other materials to, upon or along the exterior walls of or outside his House that may alter the external appearance of the House or the Estate or any part thereof or in the Estate Common Areas or any part thereof.

5.1.27 No Owner shall enclose or permit or suffer to be enclosed any window of his House and no Owner shall do or suffer to be done anything that may change, alter or damage the outlook of any part of the Estate including erecting any structure thereto.

5.1.28 No Owner shall do or cause or permit to be done without the prior consent in writing of the Manager any of the following :-

- (i) repaint, re-decorate or alter the appearance of the facade or exterior of any House or any part thereof; or
- (ii) erect or display any flags, flagpoles, racks for flower pots or canopies of any kind along the external wall area of any part of his House.

5.1.29 Each Owner shall keep the interior of his House and all electrical and sanitary appliances and other services therein in good repair and condition and maintain the same in such manner so as to avoid any loss, damage, nuisance or annoyance to the other Owners or Occupiers and not to interfere or affect adversely the proper functioning of the service systems of any other House.

5.1.30 No Owner or Occupier shall use or permit to be used any House for industrial or godown purposes or the purpose of a funeral parlour, coffin shop, temple or Buddhist hall for the performance of the ceremony known as "Ta Chai" (打齋) or for any similar

ceremony, or as an inn, hotel, guest house, boarding house, lodging house or for any illegal or immoral purpose or metal beater's shop or for any offensive trade or business or for any use that will be in contravention of the Government Grant.

5.1.31 No Owner shall overload or permit or suffer to be overloaded the electrical circuits within the Estate and no Owner shall install or use or permit or suffer to be installed or used any equipment, apparatus or machinery which exceeds the loading of the electrical main or wiring.

5.1.32 No Owner shall dispose of or discharge or permit or suffer to be disposed of or discharged any waste, refuse, garbage or rubbish in any part or parts of the Estate other than that part or parts of the Estate specially designated for the purpose and only in the manner as specified or approved by the Manager.

5.1.33 No Owner shall permit any sewage, waste water or effluent containing sand, cement, silt or any other suspended or dissolved material to flow from the Estate onto any adjoining land or allow waste matter which is not part of the final product from waste processing plants to be deposited anywhere within the Estate and the Owners shall have all such matter removed from the Estate in a proper manner to the satisfaction of the Director of Environmental Protection and the Manager.

5.1.34 The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual for the Slopes and Retaining Walls (“the Slope Maintenance Manual”) prepared in accordance with such Geoguide 5.

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

5.1.36 No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any part of the Estate, any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Estate Common Areas or the Estate Common Facilities.

5.1.37 The Owners shall not permit or suffer any hawkker to carry on business within the Estate.

5.1.38 All Houses shall be used for private residential purposes and each House shall be used as a single family residence (the meaning of which is subject to the decision of the Director of Lands as stipulated in the Government Grant) only and in particular shall not be used as an apartment house, service apartments or for any form of commercial letting or occupancy in bed spaces or cubicles or as an office, store, factory, shop or for any other commercial use or for the conduct of any trade, profession or business whatsoever Provided That subject to Special Condition No.(6) of the Government Grant and for so long as the First Owner remains as the registered owner of all or any of the Houses, the First Owner may use any House(s) and such other part(s) of the Estate for the purposes of a temporary sales office and show flats and related marketing activities in relation to the Estate but shall cause as little disturbance and inconvenience as is reasonably possible to the Owners.

5.1.39 No Owner or Occupier shall store or permit to be stored in any Houses any hazardous, dangerous, explosive or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

5.1.40 The Owners who have a common wall or common fence wall adjoining their respective Houses separating their Houses and for the Estate Common Areas, shall each have the right to the use of the interior surface of such common wall on his side. No Owner shall use any portion of such common wall so as to interfere with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wire) on top of such common wall without the written consent of the other Owner and the written consent of the Manager. No Owner shall put structures of any kind so near to such common wall as to cause any damage or disturbance or nuisance to such common wall. If such common wall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause, other than the act of negligence of either party, it shall be repaired or rebuilt at their joint cost and expense. No Owner shall make any alteration or addition to the exterior of such common wall without the prior consent in writing of the Manager.

5.1.41 Each Owner shall maintain his House (both interior and exterior condition), garden areas and all other areas the exclusive possession of which he is entitled in good repair and condition and in such manner so as to avoid any loss, damage, nuisance or annoyance to any other Owners or their occupiers.

5.1.42 For the purpose of maintaining a uniform and harmonious external appearance and landscaping of the Estate, and in addition to but without prejudice to any restrictions (if any) as prescribed in the other provisions of this Deed, each of the Owners hereby covenants that he would not do permit or suffer to be done any act or thing which may or will alter the external appearance and façade of the Houses and the landscaping features in the Estate forming part of the Estate Common Areas without the prior consent in writing of the Manager and the Manager shall have the absolute discretion in determining whether or not its written consent should be given.

5.1.43 Without prejudice to the generality of the preceding Clause 5.1.42, each Owner covenants without having obtained the Manager's approval:-

- (a) not to make any alterations or additions to façade of their Houses;
- (b) not to put any canvas or awnings or other types of umbrellas onto any roof decks of their Houses other than those the colours and design of which have been approved by the Manager;
- (c) not to alter any structures or the positions of any external walls;
- (d) not to :-
 - (i) install any metal grille;
 - (ii) build up any parapet masonry walls;
 - (iii) add trellises on the roof decks; or
 - (iv) install exterior lighting of any kind

other than those the designs and types of which have been approved by the Manager;

- (e) not to enlarge or alter the colour and type of the external walls and/or windows and/or the doors of their Houses;

5.1.44 No Owner shall keep in any House any dogs, cats, birds, pets, live poultry or other animals if reasonable written complaints have been made by any Owners and received by the Manager or the Owners' Committee Provided That this provision shall not apply to guided dogs required for blind persons or any person with disability in vision.

5.1.45 No Owner or Occupier shall send any employee of the Manager out of the Land and the Estate on any private business.

5.1.46 No Owner or Occupier shall make or permit any disturbing noise in his House especially between the hours from 11:00 p.m. to 7:00 a.m. or do or permit anything to be done which will interfere with the rights comfort and convenience of other Owners and Occupiers. Musical instruments shall not be played between 11:00 p.m. to 7:00 a.m. in such manner so as to disturb or annoy any Occupier in the Estate.

5.1.47 No Owner shall permit the playing of mahjong in his House between 12:00 midnight and 7:00 a.m. in such manner so as to cause disturbance to the Occupier in the Estate.

5.1.48 No Owner or Occupier or their children shall be allowed to play in the entrances, driveways, vehicular access, open areas that form part of the Estate Common Areas or to ride bicycles in the Estate Common Areas of the Estate. Any damage to any part of the Estate or discolouration to decorations caused by the acts of the children shall be paid for by the Owner or Occupier of the House in which the child or children concerned reside.

5.1.49 No Owner may park his motor vehicle in such a manner as to cause inconvenience or annoyance to the Owners or Occupiers of the adjoining House within the Estate.

5.1.50 No Owner shall drive his motor vehicle in such a manner as to exceed the speed limit displayed in the vehicular access or the driveways within the Estate.

5.1.51 All motor vehicles must display in a prominent position the car parking label issued by the Manager, otherwise entry to the Estate may be refused.

5.1.52 No parking space shall 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.

5.1.53 No Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion) and the approval of the Building Authority (if such approval is required) erect or build upon any flat roof, skylight, garden or swimming pool (if any) forming part of a House any walls, windows, gates, doors, curtains, eternal awning, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roof, skylight, garden or swimming pool (if any) will be enclosed or partitioned either in whole or in part.

5.1.54 The Owner of the Non-enclosed Areas shall keep the Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance and other Ordinances, bye-laws and regulations.

5.1.55 The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas and the covered areas beneath the Non-enclosed Areas to be enclosed above safe parapet height other than as under the Building Plans by any material of whatsoever kind or nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under Building Plans.

5.1.56 The Non-enclosed Areas shall only be used as balconies/utility platforms in relation to or in connection with the use and enjoyment of the House for which they are provided.

5.1.57 In the event of the covenants contained in Clauses 5.1.54, 5.1.55 and 5.1.56 being in breach, the Manager without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owner to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the rights to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for and in relation to the steps taken by the Manager for the aforesaid purpose.

5.1.58. No Owner shall sub-divide the House owned by him or the Undivided Shares allocated thereto or the exclusive right and privilege to hold, use, occupy and enjoy such House.

5.1.59 In the event that salt water supply for flushing purposes from the Government is available to the Land and the Estate, the Owners shall at their own costs and expenses and in all respects to the satisfaction of the Director of Lands forthwith install Salt Water Plumbing Facilities to accept salt water supply from the Government.

5.1.60 In the event that new Government sewers are laid and made available in the vicinity of the Land and the Estate, the Owners shall at their own costs and expenses and in all respects to the satisfaction of the Director of Lands forthwith alter the existing sewers provided within the Land and the Estate or construct New Sewers within the Land and the Estate or both for the purpose of connecting the same to the Government sewers and after completion of such works for connecting the sewers within the Land and the

Estate to the Government sewers as aforesaid, to demolish and remove at their own costs and expenses the Existing Sewerage Treatment Facilities upon the request of and to the satisfaction of the Director of Lands.

SECTION VI

MANAGEMENT OF THE ESTATE

A. Appointment of Manager

- 6.1.1 (1) Subject to the provisions of the Ordinance, Savills Property Management Limited shall be appointed as the Manager for all the Owners to undertake the management, operation, servicing, renovation, improvement and security of the Land and the Estate initially for a term of two (2) years commencing from the date of this Deed and such appointment shall continue thereafter until and unless (i) termination by the Manager upon giving to the Owners' Committee not less than three (3) months' notice in writing to terminate the appointment and where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Estate (such notice may be given by delivering it personally to the Owner or sent by post to the Owner at his last known address or left at his House or deposited in the letter box for his House), or (ii) prior to the Owners' Corporation being formed, the Owners' Committee may at any time (whether before or after the expiry of the said initial term) as referred to in Clause 6.1.1(6) hereof give three (3) months' notice in writing to the Manager to terminate its service without compensation by a resolution passed by a majority of votes of the Owners voting either personally or by proxy at a general meeting convened for that purpose and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding those allocated to the Estate Common Areas and the Estate Common Facilities).
- (2) Subject to Clause 6.1.1(4) hereof, where an Owners' Corporation has been formed, at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution of the Owners passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding those Undivided Shares allocated to the Estate Common Areas and the Estate Common Facilities) terminate by notice the appointment of the Manager appointed under in this Deed (hereinafter referred to in this Clause 6.1.1(2) as "DMC Manager") without compensation. Such resolution shall have effect only if (i) such notice of termination is in writing; (ii) provision is made in the resolution for a period of not less than three (3) months' notice, or in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which

would have accrued to it during that period; (iii) such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and (iv) such notice and the copy of the resolution are given to the DMC Manager within fourteen (14) days after the date of the meeting. Such notice and the copy of the resolution may be given by delivering them personally to the DMC Manager; or by sending them by post to the DMC Manager at its last known address. If a contract for the appointment of a manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Clauses 6.1.1(2) and 6.1.1(4) hereof shall apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment. This Clause 6.1.1(2) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.

- (3) The appointment of the Manager shall be terminated forthwith whether before or after the expiry of the said initial term if the Manager shall go into liquidation (except for the purpose of a solvent amalgamation or reconstruction).
- (4) For the purposes of this Clause 6.1.1, only the Owners of Undivided Shares who pay or who are liable to pay the Management Expenses relating to those Undivided Shares shall be entitled to vote and the reference 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.
- (5) If a notice to terminate a Manager's appointment is given under this Clause 6.1.1 :-
 - (i) no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (ii) if no such appointment is approved under Clause 6.1.1(5)(i) hereof 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.

- (6) Without limiting the generality of Clause 6.9.1 hereof, no provision of this Deed shall limit the application of Schedule 7 to the Ordinance by restricting or prohibiting the termination of the Manager's appointment during the initial period of two (2) years of his appointment. Upon termination of the appointment of the Manager, the Owners' Committee shall establish, employ or appoint such or such type of estate management company or agency to carry out the management and maintenance of the Estate in accordance with the provisions of this Deed.
- (7) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Estate, and the Owners' Corporation has appointed a manager under Clause 6.1.1(5)(ii) hereof, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 6.1.1(5)(ii) hereof that may otherwise render that person liable for a breach of that undertaking or agreement.
- (8) This Clause 6.1.1 is subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section.

6.1.2 (1) Upon termination of the appointment of the Manager in whatever manner, a meeting of the Owners' Committee shall be convened to appoint a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid, the chairman or any 2 members of the Owners' Committee may forthwith convene a meeting of the Owners' Committee to appoint a manager to take its place, and such meeting shall appoint a manager who shall on the expiry of the notice of termination of the Manager's appointment given by or to the Manager as the case may be and henceforth become vested with all the powers and duties of the Manager hereunder.

(2) Subject to sub-clauses (3)(a) and (b), if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the manager appointed in his place any movable property in respect of the control, management and administration of the Estate that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

(3) If the Manager's appointment ends for any reason, he shall within two (2) months of the date of his appointment ends : -

- (a) prepare (aa) an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ends; and (bb) a balance sheet as at the date the Manager's appointment ends, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in the 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;
- (b) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of account, papers, plans, documents and other records which are required for the purposes of sub-clause (3)(a) and have not been delivered under sub-clause (2); and
- (c) subject to Clause 6.8.1 hereof, assign the General Common Parts Undivided Shares together with the General Common Areas and the General Common Facilities free of costs or consideration to the new Manager in the manner and for the purpose mentioned in Clause 2.7.

(4) Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Land and the Estate be without a responsible duly appointed manager to manage the Estate or any part(s) thereof after the date of this Deed.

B. Powers and Duties of Manager

6.2.1 During the term of its appointment as the Manager, the Manager shall, subject to the provisions of the Ordinance and subject also to Clauses 6.1.1 and 6.1.2, manage the Land and the Estate in a proper manner and in accordance with the provisions of this Deed and each Owner hereby appoints the Manager as agent for all Owners in respect of any matters concerning the Estate Common Areas and the Estate Common Facilities duly authorized in accordance with the provisions of this Deed with full power to enforce the provisions of this Deed against the other Owners. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Estate for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Estate Common Areas and Estate Common Facilities and all other matters duly authorized under this Deed Provided that the

Manager shall not effect any improvements to facilities or services which involves expenditure in excess of 10% of the current annual management budget except with the prior approval by resolution of the Owners passed at an Owners' meeting convened under this Deed. Without in any way limiting the generality of the foregoing the Manager shall have the following duties :-

- (1) To put in hand work necessary to maintain all Estate Common Areas and Estate Common Facilities so that the same are maintained in a good, clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.
- (2) To ensure that all Owners or Occupiers of the Houses maintain the Houses owned or occupied by them in a proper manner and if there is any default on the part of any such Owners or Occupiers and such default continues after notice to make good the same has been given by the Manager to such Owners or Occupiers, the Manager may but shall not be bound to put in hand any maintenance and repair works and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupier PROVIDED ALWAYS THAT the Manager shall not be liable for any loss and damage caused to any person by any Owner's or Occupier's default in carrying out any maintenance or repair works.
- (3) To paint, wash, tile or otherwise treat as may be appropriate the external walls of the Estate and all Estate Common Areas and the Estate Common Facilities at such intervals as the same may reasonably require to be done.
- (4) To replace any glass in the Estate Common Areas and the Estate Common Facilities that may be broken.
- (5) To keep the Estate Common Areas and the Estate Common Facilities well lit.
- (6) To keep in good order and repair the ventilation of the Estate Common Areas and the Estate Common Facilities.
- (7) To keep the Estate Common Areas and the Estate Common Facilities in a clean sanitary safe and tidy condition.
- (8) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited on the Estate or any part thereof and to remove all refuse from such parts of the Estate and arrange for its disposal at such regular intervals and

to maintain either on or off the Estate refuse collection facilities.

- (9) To prevent the obstruction of the Estate Common Areas and to remove any article or thing causing the obstruction.
- (10) To keep away and prevent hawkers from carrying on business within the Land and the Estate and to remove the hawker found to be so doing and to post up notices prominently of any kind as the Manager deems fit at any part of the Estate Common Areas to the effect that hawker is prohibited on the Land.
- (11) To keep all the common sewers, drains, watercourses and pipes free and clear from obstruction.
- (12) To keep the Estate Common Facilities in good condition and working order.
- (13) To keep all plant, machinery and equipment including but without limiting the generality of the foregoing, all lighting equipment, air-conditioning system, ventilation system (if any), water systems, public address systems (if any), fire fighting equipment, sprinkler systems (if any) forming part of the Estate Common Facilities in good condition and working order.
- (14) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate into any part of the public highway, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or any part or parts thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage.
- (15) To remove any structure, installation, bills, notices, placard, posters, advertisement, flag, banner, poles, cages, signboard, sunshade, bracket, fitting or other things in or on the Estate which have been erected in contravention of the terms of the Government Grant or this Deed or the Buildings Ordinance or regulations of Fire Services Department and/or without the written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same) and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.

- (16) To maintain fire fighting equipment and fire alarms and fire shutters and other fire services installations (if required by Government) to the satisfaction of the Director of Fire Services and so far as may be possible, to maintain the Estate safe from fire hazards at all times.
- (17) To provide security force, watchmen, porters and caretakers and such other staff as shall be determined by the Manager in its reasonable discretion and to provide and maintain security installations and to maintain security in the Estate at all times.
- (18) To maintain and operate or to enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services and such contracts to be entered into by the Manager shall be subject to the following conditions: -
- (a) the term of the contract shall not exceed 3 years;
 - (b) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
 - (c) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
- (19) To manage, control and maintain within the Estate the parking of cars and other vehicles, the flow of vehicular traffic, the use of roads, ramps and passage.
- (20) To provide such Chinese New Year, Christmas and other festival decorations for the Estate as the Manager shall in his reasonable discretion consider desirable.
- (21) To do all things the Manager shall in consultation with the Owners' Committee deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Estate for the better enjoyment or use of the Estate by its Owners, Occupiers and their licensees Provided that the Manager shall obtain the approval by resolution of the Owners passed at an Owners' meeting convened under this Deed prior to carrying out any improvement works to the Estate or any part thereof involving sum in excess of 10% of the

current annual management budget.

- (22) To appoint solicitors with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Estate (except proceedings relating to the rights or obligations of individual Owners) 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 (7) days of being requested so to do by the Director of Lands or other competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same).
- (23) To prevent any person other than any Owners, tenants, Occupiers of any part of the Estate or their bona fide guests, visitors or invitees from occupying or using any part of the Estate otherwise than in accordance with the Government Grant or the provisions of this Deed.
- (24) To take all steps necessary or expedient for complying with the Government Grant and any statutory or Government requirements concerning or relating to the Estate for which no Owner, tenant or Occupier of any part of the Estate is solely and directly responsible.
- (25) To take all precautions to prevent and to take action to remedy any breach by any Owner or other person residing in or visiting the Estate of any provisions of the Government Grant or this Deed.
- (26) To prevent any person from detrimentally altering or injuring any part of the Estate or any of the Estate Common Areas or the Estate Common Facilities.
- (27) To demand, collect and receive all amounts payable by the Owners to the Manager under the provisions of this Deed.
- (28) To pay and discharge out of all moneys so collected all outgoings relating to the management of the Estate reasonably and necessarily incurred by the Manager hereunder.
- (29) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Estate Common Areas and the Estate Common Facilities to the full new reinstatement value and in particular against loss or damage by fire and such other risks or perils as the Manager shall deem fit and in respect of public

and occupiers' liability insurance and liability as employer of employees of the Manager employed within or exclusively in connection with the management of the Land and the Estate with some reputable insurance company or companies in the name of the Manager for and on behalf of itself as Manager and the Owners according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force.

- (30) Unless otherwise directed by the Owners' Corporation to procure block insurance for the Estate as a whole including those areas which are not the Estate Common Areas or the Estate Common Facilities against loss and damage by such risks and in such amount as the Manager in its absolute discretion shall deem fit.
- (31) To keep proper accounts of all income received and expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as herein provided and to prepare summaries of income and expenditure at least every three (3) months and publish the same on the notice board and/or other prominent spaces within the Land and the Estate for a reasonable time.
- (32) To represent the Owners in all matters and dealings with Government or any statutory body, any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Estate.
- (33) Subject to sub-clauses (22) and (32) above, to commence, conduct, carry on and defend legal and other proceedings touching or concerning the management of the Land and the Estate in the name of the Manager.
- (34) To enforce the due observance and performance by the Owners or any person occupying any part of the Estate of the terms and conditions of this Deed, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- (35) Subject to the provisions of Clause 6.2.2, to make, revoke or amend the Estate Rules as hereinafter provided which shall not be inconsistent with this Deed.

- (36) So far as it is permitted by law, to post (if deemed necessary by the Manager) the House of any Owner in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach on the notice boards and/or other prominent spaces within the Estate.
- (37) To recruit, dismiss and employ such staff as may from time to time be necessary to enable the Manager to perform its powers and duties provided in this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation within the Estate, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.
- (38) To deal with all enquiries, complaints, reports and correspondence relating to the Estate.
- (39) To act as agent for and on behalf of all Owners in respect of all matters concerning the Estate Common Areas or the Estate Common Facilities or the Right of Way Area duly authorized in accordance with the provisions of this Deed and the Government Grant and the Manager is hereby authorized to act as such agent.
- (40) To manage, regulate, control and maintain within the Estate parking and loading and unloading of goods and the flow of vehicular traffic and to charge such fees as the Manager shall reasonably deem fit from the users of any of the Visitors' Carparking Spaces Provided that all such fees shall be credited to the General Fund.
- (41) To remove any vehicle parked on the Estate Common Areas not so designated for parking or which shall cause an obstruction and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owners thereof.
- (42) Subject to the prior written approval of the Director of Lands thereto as may be required under the Government Grant, to repair and maintain any drains and channels and drainage system whether within or outside the Land serving the Estate which are required to be maintained pursuant to the Government Grant.
- (43) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants Provided That where any major contract

involves sums in excess of (i) HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette, or (ii) an average annual expenditure of more than 20% of the budget or revised budget, as the case may be, for that financial year or such other amount as the Secretary for Home Affairs may specify by notice in the Gazette, whichever is the lesser, such major contract shall be awarded in accordance with the provisions in Clause 6.2.5 hereof.

- (44) To prohibit the keeping of and to take such action as the Manager shall deem fit for the purpose of removing any dogs, cats, live poultry, pets, birds or other animals from any part of the Estate if the same has been the cause of reasonable written complaint by an Owner or Occupier of any part of the Estate Provided That this clause shall not apply to guided dogs required for blind persons or any person with disability in vision.
- (45) The Manager shall have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Estate in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.
- (46) (a) Subject to the prior approval of the Owners' Committee (if formed) or Owners' Corporation (if formed) and subject to the obtaining of the necessary licences from the relevant Government authorities, to operate shuttle bus services (if deemed necessary by the Manager) for the use and benefit of the Owners and residents for the time being of the Estate whether on its own or together with the manager and/or owners of other neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the shuttle bus services such fares as the Manager may think reasonable provided that any fares received by the Manager as aforesaid shall be credited to the General Fund for the benefit of the Owners and to terminate and/or suspend such shuttle bus services at any time or times as the Manager may think fit.

- (b) To manage the traffic of the shuttle buses and their orderly use within the Estate.
- (47) To grant such easements, quasi-easements, rights, privileges, licences and informal arrangements in respect of the Estate Common Areas and the Estate Common Facilities as it shall in its reasonable discretion consider necessary to ensure the efficient management or for the benefit of the Estate subject to the approval of the Owners' Committee (if formed) or where the Owners' Corporation has been formed, the prior written approval of the Owners' Corporation provided that any fee or monetary benefit arising therefrom or any consideration received therefor shall be credited to the appropriate Special Fund for the benefit of the Owners.
- (48) To grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may reasonably think fit in respect of the Estate Common Areas and the Estate Common Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED that the approval of the Owners' Committee or where the Owners' Corporation has been formed, the prior written approval of the Owners' Corporation has been obtained and such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant nor interfere with an Owner's right to hold, use, occupy and enjoy his Houses nor adversely affect an Owner's rights and interests or impede or restrict the access to and from his House and PROVIDED FURTHER that any charges or fees arising from the granting of such rights of way shall be credited to the appropriate Special Fund for the benefit of the Owners.
- (49) Subject always to the prior approval of the Director of Lands thereto as may be required under the Government Grant, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the Estate Common Areas and the Estate Common Facilities which the Manager shall in its reasonable discretion deem appropriate subject to approval by the Owners' Committee or where the Owners' Corporation has been formed, the prior written approval of the Owners' Corporation Provided that any charges, rent or fees payable and arising from the granting of such easements or rights shall be credited to the appropriate Special Fund for the benefit of the Owners and PROVIDED FURTHER that the exercise of such right shall not adversely

affect an Owner's rights and interests or interfere with an Owner's right to hold, use, occupy and enjoy his House or impede or restrict the access to and from his House.

- (50) To grant franchises, leases, tenancy agreements and licences to other persons to use such of the Estate Common Areas and the Estate Common Facilities and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion think fit Subject Always to the provisions of the Government Grant and this Deed PROVIDED THAT the approval of the Owners' Committee (if formed) or where the Owners' Corporation has been formed, the prior written approval of the Owners' Corporation has been obtained and all income arising therefrom shall be credited to the appropriate Special Fund for the benefit of the Owners and PROVIDED FURTHER THAT the grant of such franchises, leases, tenancy agreements and licences shall not interfere with an Owner's right to hold, use, occupy and enjoy the House which he owns or that the access to and from his House or the Owner's rights and interests shall not be adversely affected.
- (51) To implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection. To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Estate Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the Occupiers. The Manager shall ensure that the recovery facilities shall consist of materials that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the Occupiers.
- (52) To organise any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and the Occupiers and to encourage them to participate in activities with a view to improving the environmental conditions of the Estate.

- (53) To organise such recreational and social activities whether within or outside the Estate as the Manager may consider appropriate to promote the neighbourhood relationship of the Owners and the Occupiers and to charge a reasonable fee therefor provided that any part of such fee so charged and received by the Manager as aforesaid which have not been used for the purpose of such activities shall be credited to the General Fund for the benefit of the Owners.
- (54) To give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed (provided that the Manager shall not unreasonably withhold its consent or approval) and to impose reasonable conditions or additional conditions including payment of reasonable administrative fee relative thereto (such fees shall be paid into the appropriate Special Fund).
- (55) To maintain, repair, reinstate and make good the Right of Way Area pursuant to and subject to the provisions of the Government Grant.
- (56) In the event that salt water supply for flushing purposes from the Government is available to the Land and the Estate, to install Salt Water Plumbing Facilities to accept such salt water supply from the Government.
- (57) In the event that new Government sewers are laid and made available in the vicinity of the Land and the Estate, to alter the existing sewers provided within the Land and the Estate or to construct New Sewers within the Land and the Estate or both for the purpose of connecting the same to the Government sewers and after completion of such works for connecting the sewers within the Land to the Government sewers as aforesaid, to demolish and remove at their own costs and expenses the Existing Sewerage Treatment Facilities upon the request of the Director of Lands in all respects to the satisfaction of the Director of Lands.
- (58) To do all such other things as are reasonably incidental to the proper management of the Land and the Estate in accordance with the Government Grant, this Deed or for the common benefit of the Owners.

6.2.2 Subject to the approval of the Owners' Committee (if formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend the Estate Rules :-

- (i) regulating the use, maintenance and environmental control of the Estate and any of the Estate Common Areas and of any of the facilities, services or amenities thereof and the conduct of persons occupying, using or visiting the same;
- (ii) setting out requirements relating to the proper disposal of rubbish by the Owners and the Occupiers for waste separation and recycling purposes with reference to guideline on property management issued from time to time by the Director of Environment Protection; and
- (iii) regarding any matter or thing which the Manager is empowered to do pursuant to this Deed;

Provided That they are not inconsistent with, contravene or contradict the terms of the Government Grant, the Ordinance, this Deed and such Estate Rules shall be binding on all the Owners of the relevant part of the Estate and their tenants, licensees, servants or agents. A copy of such Estate Rules from time to time in force shall be posted on the public notice boards (if any) in the Estate, or the relevant part of the Estate Common Areas (as the case may be) and a copy thereof shall be supplied to each Owner on request free of charge.

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

6.2.4 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 and/or the Estate 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 Estate or any act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith 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, wilful 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 employees, 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 employees, agents or contractors from and against any action, proceedings, claim and demand whatsoever arising out of or in connection with any act or omission.

6.2.5 (1) Subject to the provisions in Schedule 7 of the Ordinance and sub-clauses (2) and (3) of this Clause the Manager or the Owners Committee shall not, in any financial year, enter into any contract for the procurement of any supplies of goods or services the value of which exceeds or is likely to exceed HK\$200,000.00 or of such other amount as the Secretary for Home Affairs may specify by notice in the Gazette unless (a) the supplies, goods or services are procured by invitation to tender and (b) the procurement complies with such standards and guidelines as may be specified in a Code of Practice referred to in Section 20A(1) of the Ordinance and relating to procurement and tender procedures.

(2) Subject to sub-clause (3) of this Clause, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :

- (a) if there is an Owners' Corporation :
 - (i) the supplies, goods or services are procured by invitation to tender;
 - (ii) the procurement complies with the Code of Practice referred to in section 20A(1); and
 - (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer;
or
- (b) if there is no Owners' Corporation :
 - (i) the supplies, goods or services are procured by invitation to tender;
 - (ii) the procurement complies with the Code of Practice referred to in section 20A(1); and
 - (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and

conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

(3) Sub-clauses (1) and (2) of this Clause do not apply to any supplies, goods or services which but for this sub-clause would be required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services") :

(a) where there is an Owners' Corporation, if :

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

(b) where there is no Owners' Corporation, if :

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

6.2.6 (1) The Manager shall establish and maintain a General Fund and all money received or recovered by the Manager in respect of the management of the Land and the Estate and credited to the General Fund shall without delay be paid into a specially designated Bank Account the title of which shall refer to the management of the Estate and be dealt with by the Manager subject to such conditions as may be approved by a resolution of the Owners' Committee.

(2) For the purpose of Clause 6.2.6(1) above, the Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Land and the Estate.

(3) Without prejudice to the generality of sub-clause (2), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Land and the Estate.

(4) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (2) or (3) in a prominent place in the Land and the Estate.

(5) Subject to sub-clauses (6) and (7) of this Clause, the Manager shall without delay pay all money received by him in respect of the management of the Land and the Estate into the account opened and maintained under sub-clause (2) of this Clause or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (3).

(6) Subject to sub-clause (7) of this Clause, the Manager may, out of money received by him in respect of the management of the Land and the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).

(7) The retention of a reasonable amount of money under sub-clause (6) or the payment of that amount into a current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).

(8) If there shall be any surplus in the Management Fee after payment of all the Management Expenses, such surplus shall be retained in the General Fund.

(9) 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 Estate.

6.2.7 (1) The Manager shall establish and maintain a separate special fund for the Estate Common Areas and Estate Common Facilities (hereinafter called "the Special Fund") for the purpose of paragraph 4 of Schedule 7 to the Ordinance which shall be held by the Manager as trustee for all Owners to provide for payment of 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 purchase, setting up, replacement, addition, renovation, improvement

and repair of installation, plant and equipment for the relevant part of the Estate Common Areas and Estate Common Facilities and the costs of the relevant investigation works and professional services. It is hereby agreed and declared that the Special Fund shall be a trust fund managed by the Manager, but all sums in such fund shall be the property of the Owners.

(2) All money received or recovered by the Manager for the Special Fund shall without delay be paid into a specially designated Bank Account the title of which shall refer to the Special Funds of the Estate, and shall use such specially designated Bank Account exclusively for the purpose referred to in sub-clause (1) of this Clause.

(3) Without prejudice to the generality of sub-clause (2) 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 him from or on behalf of the Owners' Corporation in respect of the Special Fund.

(4) The Manager shall display a document showing evidence of any account opened and maintained under sub-clauses (2) and (3) of this Clause in a prominent place in the Estate.

(5) The Manager shall without delay pay all money received by him in respect of the Special Fund into the account opened and maintained under sub-clause (2) of this Clause or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (3) of this Clause.

(6) In addition to the payment under Clause 6.5.1(a) hereof, each Owner covenants with the other Owners to make further periodic contributions to the Special Fund.

(7) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be made. 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. For the avoidance of doubt, the Manager shall not use the Special Fund or any part or parts thereof for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate.

6.2.8 Special reference to the Special Fund shall be made in the annual accounts and an estimate of the time when there will be a need to draw thereon and the amount of

money that will be then needed shall also be given. In the event that further contributions need to be made to such Special Fund for the ensuing year, the Manager shall recommend and request the Owners to approve such further contribution in the annual general meeting of the Owners.

6.2.9 (1) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, the reference to “the Manager” includes the Owners’ Corporation, if formed.

(2) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.

(3) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.

C. Manager's Remuneration

6.3.1 The Manager (other than the Owners' Committee when acting as Manager) for the performance of its duties herein shall be paid by way of remuneration an amount not exceeding the rate of 20% of the total annual Management Expenses necessarily and reasonably incurred in the course of its management of the Estate. No variation of the percentage of 20% may be made except with the approval by a resolution of Owners at an Owners’ meeting convened under this Deed.

6.3.2 For the purpose of calculating the Manager’s Remuneration, the total annual Management Expenses referred to in Clause 6.3.1 above shall exclude (i) the Manager’s Remuneration, (ii) any capital expenditure or expenditure drawn out of the provision of Special Fund, Provided That by a resolution of Owners at an Owners’ meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager’s Remuneration at the rate of 20% or at such lower rate as the Owners may consider appropriate.

6.3.3 The Manager's Remuneration as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not be subject to any requirement by the Manager to disburse or provide from such money any staff, facilities, accountancy services, or other professional supervision for the management of the Land and the Estate the cost for which shall be a direct charge upon the General Fund.

6.3.4 Each Owner of a House shall pay his due proportion of the Manager's Remuneration to the Manager in advance on the first day of each month. Payment of the Manager's Remuneration shall be monthly in advance in the sum of one twelfth of the annual remuneration of the Manager being 20% of the total annual budgeted Management Expenses (excluding the Manager's Remuneration, the Special Fund and any capital expenditure or expenditure drawn out of the Special Fund referred to in Clause 6.3.2) subject to adjustment at the end of each financial year when the final annual Management Expenses are ascertained.

D. Management Expenses in respect of the Estate

6.4.1 The Owners of the Estate shall pay to the Manager monthly in advance in the manner hereinafter provided the Management Expenses which shall be made up of the following :-

- (a) The proper and necessary cost of carrying out all or any of the duties of the Manager set out herein.
- (b) The cost of purchasing or hiring all necessary plant, equipment and machinery in connection with the management and maintenance of the Land and the Estate and the Right of Way other than the Houses.
- (c) The cost of employing staff to administer the management of the Estate including (but not limited to) salaries, year end double pay, fringe benefits, provident fund, long service payment and other statutory payments under the Employment Ordinance or other applicable ordinances, premium for employees' compensation and medical insurance of the staff including but not limited to security force, watchmen, gardeners and caretakers and other reasonable costs incidental thereto.
- (d) All reasonable professional fees and costs incurred by the Manager including :-

- (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Estate,
 - (ii) solicitors and other legal fees and costs,
 - (iii) fees and costs of any accountants, auditors and/or any other consultants employed in connection with the management accounts or the Manager's statements as hereinafter referred to.
- (e) All water, gas, electricity, telephone and other utilities charges except where the same is separately metered to individual Houses.
 - (f) The cost for maintaining, operating and repairing the security surveillance system of the Estate Common Area.
 - (g) The cost for landscaping.
 - (h) The cost of maintaining and operating emergency generators and the cost of providing emergency lighting of the Estate.
 - (i) The cost of effecting insurance mentioned in Clauses 6.2.1(29) and (30) hereof.
 - (j) All charges, assessments, impositions and other outgoings payable to the Government or any utilities companies by the Owners in respect of all parts of the Estate Common Areas.
 - (k) The cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Estate.
 - (l) The Manager's Remuneration for carrying out its management duties in accordance with the provisions herein contained.
 - (m) The cost and expense of maintaining any buildings or structures or such part or parts thereof that are required to be maintained under the Government Grant.
 - (n) The cost and expense of upholding, managing, maintaining and repairing (as the case may be) the Slopes and Retaining Walls which are required to be upheld, managed, maintained and repaired (as the case may be) under the Government Grant.

- (o) Charges for telephones installed at management offices and various caretakers' counters (if any) of the Estate.
- (p) The costs of providing uniforms for the security force, watchmen, gardeners, caretakers and other staff employed for the management of the Land and the Estate and replacement of the same.
- (q) The cost of landscaping and maintaining, repairing, cleansing and operating the sport and recreational facilities of the Estate.
- (r) The cost of landscaping and maintaining the Estate Common Areas and the Estate Common Facilities.
- (s) Government rent and rates (if any) of the management offices, quarters for watchmen and caretakers, owners' corporation office, office for watchmen and caretakers of the Estate and the Estate Common Areas.
- (t) Air-conditioning charges of the management offices, quarters for watchmen and caretakers, owners' corporation office, office for watchmen and caretakers of the Estate.
- (u) Water consumption and electricity charges of the management offices, quarters for watchmen and caretakers, owners' corporation office, office for watchmen and caretakers of the Estate.
- (v) Furniture, fixtures, fittings and other appliances in the management offices, quarters for watchmen and caretakers, owners' corporation office, office for watchmen and caretakers of the Estate.
- (w) The cost of operating or providing shuttle bus services (if any) in accordance with this Deed.
- (x) The expenses for the operation, maintenance, repair and reinstatement of and making good the Right of Way Area, the Salt Water Plumbing Facilities, the Existing Sewerage Treatment Facilities and the New Sewers.
- (y) In the event that salt water supply for flushing purposes from the Government is available to the Land and the Estate, the costs and expenses in installing the Salt Water Plumbing Facilities and connecting the same to the salt water supply from the Government to the satisfaction of the Director of Lands.

- (z) In the event that new Government sewers are laid and made available in the vicinity of the Land and the Estate, the costs and expenses in altering the existing sewers provided within the Land and the Estate or constructing New Sewers within the Land and the Estate or both for the purpose of connecting the same to the Government sewers and the costs for demolishing and removing the Existing Sewerage Treatment Facilities upon the request of the Director of Lands in all respects to the satisfaction of the Director of Lands.
- (aa) Any other items of expenditure which in the reasonable opinion of the Manager are considered to be necessary for the administration, management and maintenance of the Land and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof.
- (ab) In the event that any of the management offices does not serve wholly and exclusively the Land and the Estate, notwithstanding anything mentioned in sub-clauses (o), (s), (t), (u), (v) and (aa), a due portion of the items of expenditure thereunder attributable to the service provided by the office(s) of the Manager for the Land and the Estate. In this respect, the Manager shall apportion any such items of expenditure for computing the due portions which are directly relate to the administration and/or management and/or maintenance of the Land and the Estate in such manner as shall be reasonably determined by the Manager.

6.4.2 The Management Expenses shall be apportioned between the Owners of the Estate in the following manner :-

- (a) Where any expenditure relates to the Estate Common Areas and/or the Estate Common Facilities, the expenditure shall form part of the Management Expenses of the Estate as a whole and shall be borne by all Owners of the Estate in accordance with the proportion that the respective Management Shares of the relevant part of the Estate bear to the total number of Management Shares of the Estate.
- (b) Notwithstanding anything contained in sub-clause (a) hereof, (i) where any expenditure relates solely to or is solely for the benefit of any House and no Owner other than the Owner entitled to the exclusive right and privilege to hold, use and occupy that House will receive any material benefit therefrom, then the full amount of such expenditure shall be borne by the Owner of such House and

(ii) where any expenditure relates solely to or is solely for the benefit of a group of Owners but does not relate to or is not for the benefit of the other Owners, the full amount of such expenditure shall be apportioned between such Owners in proportion to their respective Management Shares.

- (c) Subject to the prior written approval of the Owners' Committee or where the Owners' Corporation has been formed, the prior written approval of the Owners' Corporation, if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of this Deed may lead to or result in any Owner or Owners of any part or parts of the Estate unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in Subsection F of Section VI of this Deed) think fit (whether by creating new parts or abolishing existing parts of the budget or otherwise) and to prepare new budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of Management Expenses assessed under any part of the budget by the relevant Owners in such way as the Manager may (but subject to prior consultation with the Owners' Committee) think fit and the modified budget and the modified manner of sharing the management expenditure shall be binding (save for manifest error) on all Owners and provided always that the Manager's determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners. PROVIDED THAT (i) no Owner shall be called upon to pay more than his appropriate share of Management Expenses, having regard to the number of Management Shares allocated to his House and (ii) all Owners shall be liable for the Management Expenses of the Estate Common Areas and the Estate Common Facilities.

6.4.3 Each Owner shall pay in full a due proportion of the cost and expenses mentioned in Clause 6.4.1 (being the Management Expenses) of this Sub-Section D whether or not his House is occupied. No Owner shall be called upon to pay more than his fair share of the Management Expenses having regard to the number of Management Shares allocated to his House. The First Owner shall pay all Management Expenses for the Houses unsold Provided that no Management Expenses shall be payable in respect of those Undivided Shares allocated to such House the construction of which has not been completed except to the extent that such uncompleted House benefits from the provisions

in this Deed as to management and maintenance of the Estate. The Manager or the Owners' Corporation shall not be liable to pay the Management Expenses in respect of the Common Parts Undivided Shares held by them pursuant to this Deed.

- (a) The Owner of each House shall pay to the Manager monthly in advance the Management Fee calculated by reference to Clauses 6.4.2 and 6.3.1 hereof PROVIDED THAT if the total contributions receivable as aforesaid by the Manager shall be insufficient to meet the Management Expenses by reason of any further Management Expenses whether incurred or to be incurred over and above the budgeted Management Expenses, such deficiency shall be carried forward to and recouped by adjusting the annual budget and the Management Fee for the next financial year PROVIDED ALWAYS that the Manager may demand from each Owner on giving not less than one (1) month's prior notice in writing the additional monthly contribution payable by each Owner as determined by the Manager pursuant to the provisions of this Deed PROVIDED THAT :- (i) such demand shall not be made more than once for every financial year for the purpose of management of the Land and the Estate; (ii) in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall deem fit to meet the said further Management Expenses including its remuneration due thereon; and (iii) all demands to be made by the Manager pursuant to this Clause 6.4.3(a) must be made by reference to a revised annual management budget which has followed the same procedures as apply to the draft budget and revised draft budget by virtue of Clause 6.6.2 and Clause 6.6.3.
- (b) If there should be any surplus after payment of all the Management Expenses then the surplus shall be credited to the General Fund and be applied towards the Management Expenses of the Land and the Estate for the next following financial year and in such manner as the Manager may decide.
- (c) The Manager shall be entitled to charge the Owner concerned a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to this Deed PROVIDED THAT such fee shall be held by the Manager for the benefit of all Owners and be paid into the Special Fund.

6.4.4 The Manager shall from time to time notify each Owner in writing in the manner hereinafter mentioned of the amount of the Management Fee 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.

6.4.5 In the event of the Manager acquiring Undivided Shares in the Land and the Estate pursuant to SECTION VII hereof references to "Owners" in this Sub-Section D of Section VI shall be deemed to exclude the Manager.

E. Security for and Recovery of Moneys Due to the Manager

6.5.1 (a) Except where the First Owner has made payments in accordance with Clause 6.5.1(b) the first person who becomes the Owner of each House shall on completion of the assignment of his House :-

- (i) pay to the Manager a deposit referred to in Clause 6.5.2 hereof ("the Management Deposit") 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 Estate 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 House, the Management Deposit in respect of such House 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 such sum not exceeding 2 months' first year's budgeted Management Fee in respect of his House as payment in advance of the Management Fee;
- (iii) pay to the Manager 2 months' first year's budgeted Management Fee in respect of his House as his initial contribution to the Special Fund; and
- (iv) pay to the Manager such sum not exceeding 1 month's first year's budgeted Management Fee in respect of his House as debris removal fee.

Provided that :-

- (1) 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 House;
- (2) any debris removal fee not used for debris removal shall be paid into the Special Fund; and

- (3) the debris removal fees shall be applied towards payment of charges for the collection and removal of fitting out or decoration debris incurred in respect of the Houses.
- (b) The First Owner shall pay the Management Deposits, the initial contribution to the Special Fund and the debris removal fee if it remains the Owner of those Undivided Shares allocated to Houses in that part of the Estate the construction of which has been completed and which remain unsold 3 months after (i) execution of this Deed or (ii) the date when it is in a position validly to assign those Undivided Shares (i.e. when the relevant consent to assign or certificate of compliance has been issued (if necessary)), whichever is the later. In the event the First Owner shall assign such Houses to new Owners, the Management Deposits paid hereunder shall be transferred to the account of the new Owners of such Houses in the manner as provided in Clause 6.5.1(a)(i). All outgoings (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each House shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Estate held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

6.5.2 The Manager shall be entitled from time to time at its reasonable discretion to demand and each Owner shall pay to the Manager such amount on demand for the purpose of maintaining the Management Deposit in respect of his House at a level equal to 3 months' first year's budgeted Management Fee for the time being payable in respect of the House held by such Owner Provided That the amount of the Management Deposit of a House shall be no more than 25% of any subsequent current year's budgeted Management Expenses for such House.

6.5.3 If any of the Owners shall fail to pay the Management Fee and/or to pay any sum payable under this Deed within thirty (30) days of demand, then the Manager shall be entitled to do any or all of the following, namely :

- (a) to forbid such defaulting Owner, his tenants, lessees, employees, licensees and visitors the use of the management services provided by the Manager provided that notwithstanding anything contained in this Deed to the contrary, no provision

of this 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, telecommunications or other utilities which are provided by public utility companies to any House or to prevent access to the House by reason of the Owner of that House failing to pay any fees or to comply with any other provisions under this Deed;

- (b) 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);
- (c) 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;
- (d) to recover the defaulted sum and all sums payable under this Clause by civil action;
- (e) to recover from the defaulting Owner all legal costs relating to the recovery of the defaulted sum and all sums payable under this Clause on a solicitor and own client basis;
- (f) to register a charge against the Undivided Shares of the defaulting Owner and the House held therewith, such charge shall remain valid and enforceable notwithstanding that judgement has been obtained for the amount thereof unless and until such judgement has been satisfied; and
- (g) to enforce the said charge by legal action for obtaining an order for the sale of the Undivided Shares of the defaulting Owner and the House held therewith.

F. Annual Budget

6.6.1 The first financial year shall commence from the date of this Deed and shall end on the 31st day of December of that year and thereafter the subsequent financial year shall

commence on the 1st day of January of the following year and shall end on the 31st day of December of that year PROVIDED THAT if the first financial year is less than a period of 6 months, the first financial year shall run from the date of this Deed until the 31st day of December in the next following year PROVIDED FURTHER THAT the financial year may not be changed more than once in every five (5) years unless with the prior approval of a resolution of the Owners' Committee (if any).

6.6.2 The Manager shall in respect of each financial year :-

- (a) prepare a draft budget setting out the proposed Management Expenses specifically referable to different parts of the Estate and apportioned in the manner set out in Clause 6.4.2 hereof for the financial year;
- (b) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days;
- (c) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of fourteen (14) days from the date the draft budget was sent or first displayed;
- (d) after the end of that period, prepare a budget specifying the total proposed Management Expenses during the financial year; and
- (e) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.

6.6.3 Where a budget has been sent or displayed in accordance with Clause 6.6.2 (e) hereof 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 or budget by virtue of Clause 6.6.2. Where a revised budget is duly sent or displayed in accordance with this Clause, the total amount of the Management Expenses for that financial year shall be the total Management Expenses or proposed Management Expenses specified in the revised budget and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

6.6.4 Where in respect of a financial year, the Manager has not complied with Clause

6.6.2 hereof before the start of that financial year, the total amount of the Management Expenses for that year shall :-

- (a) 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; and
- (b) when it has so complied, be the total proposed Management Expenses 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.

6.6.5 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. Such charge shall be credited to the Special Fund.

6.6.6 Subject to Clauses 6.6.3, 6.6.4, 6.6.7 and 6.6.8, the total amount of Management Fees 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 Estate shall be the total proposed Management Expenses during that year as budgeted in accordance with Clause 6.6.2 for that financial year.

6.6.7 If there is an Owners' Corporation and, within 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with Clauses 6.6.2 or 6.6.3 hereof, 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 the Management Expenses for that financial year shall, until another budget or revised budget is sent or displayed in accordance with Clauses 6.6.2 or 6.6.3 hereof and is not so rejected by the Owners' Corporation, 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.

6.6.8 For the purposes of Clauses 6.6.2 to 6.6.7, "Management Expenses" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.

G. Management Accounts

6.7.1 The Manager shall :

- (a) maintain and keep true and proper books or records of account and other financial records of all monies received in the exercise of its powers and duties hereunder and all expenditure thereof and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years;
- (b) within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may select, prepare a summary of income and expenditure and a balance sheet of that period for different parts of the Estate as referred to in Clause 6.4.2 hereto and shall display a copy of the summary and the balance sheet at a prominent place in the Estate for at least 7 consecutive days;
- (c) within two (2) months after the end of each financial year, prepare an income and expenditure account and balance sheet for that year and display a copy of the income and expenditure account and balance sheet in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days;
- (d) ensure each income and expenditure account and balance sheet required under sub-clauses (b) and (c) of this Clause 6.7.1 shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund and the amount of money that will then be needed;
- (e) permit any Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet and on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him Provided that such copying charge shall be credited to the General Fund;
- (f) 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, without delay arrange for such an audit to be carried out by that person; and :
 - (i) 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
 - (ii) on payment of a reasonable copying charge, supply any Owner with a

copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner; and

- (g) before an Owners' Corporation is formed, upon request of the Owners at an Owners' meeting convened under this Deed appoint an independent auditor nominated by the Owners at the said Owners' meeting to audit any annual accounts.

H. Management by Owners' Corporation

6.8.1 The management of the Land and the Estate shall be given free of costs or consideration to the Owners' Corporation at its request when it is formed pursuant to the Ordinance. At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.

6.8.2 (a) The Owners' Corporation may, in its capacity as the Manager, appoint any professional management company to be its professional management agent on such terms and conditions to be agreed to manage the Land and the Estate as its agent and on its behalf in accordance with this Deed. When the Owners' Corporation acts as the Manager, the provisions in this Section VI shall only apply to the extent that they do not conflict with or are not inconsistent with the provisions of the Ordinance and, in case of conflict, the latter shall prevail.

- (b) The Owners' Corporation may also appoint any professional management company to act as the Manager in its place and stead on such terms and conditions to be agreed between the Owners' Corporation and such professional management company subject to the relevant provisions of this Deed and the Ordinance.

I. Application of the Ordinance

6.9.1. Notwithstanding anything contained in this Deed, nothing herein shall in any way prejudice or contravene or contradict or overrule or fail to comply with any provisions in or the application of the Ordinance and the Schedules thereto.

SECTION VII

EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

7.1.1 In the event of the Estate or any part or parts thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use and occupation, the Owners of not less than 75% of the undivided shares of such damaged part (excluding the relevant Common Parts Undivided Shares) shall convene a meeting of the Owners of the part or parts of the Estate so affected and such meeting may resolve by a resolution of not less than 75% of the Owners present in person or by proxy and voting that by reason of insufficiency of insurance moneys, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild such part or parts of the Estate then in such event the Undivided Shares in the Land and the Estate representing such part or parts shall be acquired by the Manager and the Owners (excluding the Owner of the Common Parts Undivided Shares) 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 (excluding the Owner of the Common Parts Undivided Shares) of such Undivided Shares in proportion to the respective Undivided Shares previously held by such former Owners (except the Manager) bears to the total number of Undivided Shares of the part or parts of the Estate in question (less the relevant Common Parts Undivided Share(s) allocated to the Estate Common Areas of such part or parts of the Estate). All insurance moneys received in respect of any policy of insurance on such part or parts of the Estate shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of such part or parts of the Estate Provided Always that if it is resolved to reinstate or rebuild such part or parts of the Estate each Owner (excluding the Owner of the Common Parts Undivided Shares) of such part or parts shall pay the excess of the costs of reinstatement or rebuilding of such part or parts over and above the proceeds recoverable from the insurance of such part or parts in proportion to the respective number of Undivided Shares held by him bears to the total number of Undivided Shares of the part or parts of the Estate in question (less the relevant Common Parts Undivided Share(s)) and that until such payment the same shall be a charge upon his interest in the Land and the Estate and be recovered as a civil debt.

7.1.2 The following provisions shall apply to a meeting convened by the Owners as provided in Clause 7.1.1 hereof :-

- (a) Every such meeting shall be convened by notice given in writing by the person or persons convening the meeting upon each Owner at least fourteen (14) 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. Such notice may be given (i) by delivering personally to the Owner (ii) by sending by post to the Owner at his last known address or (iii) by leaving the notice at the Owner's House or depositing the notice in the letter box for that House;
- (b) No business shall be transacted at any meeting unless a quorum is present. A quorum shall consist of the Owners (excluding the Owner of the Common Parts Undivided Shares) present in person or by proxy in whom not less than seventy five per cent (75%) of the total number of Undivided Shares of the part or parts of the Estate in question (but excluding the relevant Common Parts Undivided Share(s)) are vested;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place;
- (d) The chairman of the Owners' Committee shall preside over at every such meeting or, in his absence, the Owners then present shall choose one of their members to be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the part of the Estate vested in him and in the case of Owners who together are entitled to one such Undivided Share, the vote in respect of that Undivided Share may be cast (i) by a proxy jointly appointed by such co-Owners (ii) by a person appointed by the other co-Owner or (iii) if no appointment has been made under Clause 7.1.2(f)(i) or 7.1.2(f)(ii), then either by one of the co-Owners personally or by proxy by one of the co-Owners; and, in the case of any meeting where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seek to cast a vote in respect of such Undivided Share, only the vote that is cast, in person or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid;

- (g) Votes may be given either personally or by proxy;
- (h) An instrument appointing a proxy shall be in writing signed by the Owner or, if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointment of proxy shall be lodged with the Chairman of the meeting or the person, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting;
- (i) A resolution passed at a duly convened meeting by a 75% majority of the Owners (excluding the Owner of the Common Parts Undivided Shares) present in person or by proxy and voting shall be binding on all the Owners of the relevant part or parts of the Estate PROVIDED as follows :-
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid; and
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed; and
- (j) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

PROVIDED ALWAYS THAT no right to vote shall attach to the Common Parts Undivided Shares and such Shares shall not be counted for the purposes of sub-clauses (b) or (i) above.

SECTION VIII

MEETINGS OF THE OWNERS AND THE OWNERS' COMMITTEE

A. Meetings of Owners of the Estate

8.1.1 Subject to Section VII, any Owners or the Manager or the Owners' Committee may at any time convene an Owners' meeting for the purpose of determining any matters concerning or affecting or in any way relating to the Land and the Estate and the management thereof (subject to the provisions of this Deed and the Ordinance). The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine months after the date of this Deed (and to convene further and subsequent meetings if required) to appoint an Owners' Committee and the chairman thereof; or appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance. The following provisions shall apply to any Owners' meeting :-

- (a) a meeting may be validly convened by (i) the Manager or (ii) an Owner appointed to convene such meeting by those Owners who in the aggregate have vested in them not less than 5% of the total number of the Undivided Shares and (iii) the Owners' Committee (if formed);
- (b) notice in writing specifying the place, date and time of every such meeting and the resolutions (if any) that are to be proposed shall be given by the person or persons convening the meeting upon each Owner at least fourteen (14) clear days before the date of the meeting, and such notice may be given (i) by delivering it personally upon the Owner (ii) by sending it by post addressed to the Owner at his last known address or (iii) by leaving it at the Owner's House or depositing it in the letter box for that House;
- (c) The quorum at a meeting of the Owners shall be 100% of the Owners and no business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and, for the purposes of this Clause 8.1.1(c), the reference to "100% of the Owners" shall (i) be construed as a reference to 100% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of the Undivided Shares; and (ii) not be construed as the Owners of 100% of the Undivided Shares in aggregate;

- (d) the chairman of the Owners' Committee shall preside the meeting or if the meeting is convened under sub-clause 8.1.1(a)(i) or (ii) above, the person convening the meeting;
- (e) the chairman shall cause a record to be kept of the persons present in person or by proxy at the meeting, the appointment and vacation of appointments of all its members and all changes therein, the proceedings and the resolutions of the Owners' Committee;
- (f) every Owner shall have one vote for the House he owns and in the case of Owners who together are entitled to one House the vote in respect of that House may be cast :-
 - (i) by a proxy jointly appointed by the co-Owners; or
 - (ii) by a person appointed by the other co-Owners from amongst themselves;
or
 - (iii) if no appointment has been made under sub-clauses (i) and (ii) hereof, then either by one of the co-Owners personally or by proxy by one of the co-Owners; and in the case of any meeting where 2 or more persons are the co-Owners of a House and more than one of the co-Owners seeks to cast a vote in respect of that House, only the vote that is cast, in person or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that House in the register kept by the Land Registry shall be treated as valid;
- (g) votes may be given either personally or by proxy;
- (h) the instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Ordinance and signed by the Owner or, if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf;
- (i) the instrument appointment of a proxy shall be lodged with the chairman of the Owners' Committee or the person, as the case may be, who convened the meeting under sub-clause 8.1.1(a)(i) or (ii) above not less than 48 hours before the time for the holding of the meeting and a proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting;

- (j) any resolution on any matter concerning the Land and the Estate passed at a duly convened meeting by a majority of votes of the Owners present in person or by proxy and voting shall be binding on all the Owners Provided that :-
 - (i) the fourteen (14) days prior written notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at such meeting concerning any other matters shall not be valid; and
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed or the Government Grant.
- (k) the accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat;
- (l) the procedure at the meeting shall be as is determined by the Owners;
- (m) for the avoidance of doubt and notwithstanding anything to the contrary herein contained, no right to vote shall attach to the Common Parts Undivided Shares or such shares allocated to any additional Estate Common Areas and Estate Common Facilities from time to time; and
- (n) an annual general meeting of the Owners shall be held every year for the purposes of considering and resolving on matters which this Deed requires to be approved or decided by the annual general meeting of the Owners. The first of such annual general meeting shall be held within 12 calendar months after the first meeting of the Owners and annual general meetings for each ensuing year shall be held within 12 calendar months from the previous annual general meeting.

- 8.1.2 (a) (i) Any Owners' Committee formed under this Deed shall consist of not less than three (3) representatives to represent the Owners in all matters concerning the management of the Land and the Estate, undertaking other functions conferred on the Owners' Committee by this Deed, and in particular, to communicate with the Manager on behalf of the Owners and to consider such matters required to be approved or decided by the Owners' Committee under this Deed. The Owners of each House shall respectively appoint two (2) representatives to represent them in the Owners' Committee.

- (ii) A chairman, a vice-chairman, a secretary and such other officers (if any) as the Owners may from time to time determine shall be elected in the Owners' meeting among the abovementioned members by the Owners present.
- (b) In the event of an Owner being a corporate body its duly appointed representative(s) may attend and vote at all the meetings of the Owners' Committee. The appointment of a representative by a corporate Owner shall be in writing addressed to the Owners' Committee and such appointment may be revoked at any time by notice in writing given to the Owners' Committee.
- (c) An Owner's Committee shall be appointed for a term of one (1) year and its members shall hold office until a new Owners' Committee is appointed and in the event of no new Owners' Committee is appointed for whatever reasons after the said term of one (1) year, the members of the existing Owners' Committee shall continue to act until a new Owners' Committee is appointed Provided Always that a member shall cease to hold office if the relevant Owner whom has appointed that member ceases to be an Owner.
- (d) The Owners' Committee may continue to act notwithstanding any vacancies in their number.
- (e) A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- (f) Notice in writing specifying the place, date and time of a meeting of the Owners' Committee and the resolutions (if any) that are to be proposed shall be given in writing by the person or persons convening the meeting upon each member of the Owners' Committee at least seven (7) days before the date of the meeting.
- (g) Save as required by law, all notices, including but not limited to notices of meeting, required to be served hereunder shall be sufficiently given on a member of the Owners' Committee if a copy of the notice is given by delivering personally to the member of the Owners' Committee or by sending by post to the member of the Owners' Committee at his last known address or by leaving at his House or deposited in the letter box of that House.

- (h) The quorum at a meeting of the Owners' Committee shall be hundred per cent (100%) of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.
- (i) A meeting of the Owners' Committee shall be presided by the chairman or in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.
- (j) At a meeting of the Owners' Committee, each member present shall have one (1) vote on a question before the Owners' Committee.
- (k) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

8.1.3 On the formation of the Owner's Corporation, the provisions contained in the Schedule 2 to the Ordinance shall apply in respect of all meetings and resolutions of the management committee which shall take the place of the Owners' Committee formed under this Deed, and the provisions contained in the Schedule 3 to the Ordinance shall apply to all general meetings of the Owners' Corporation which shall take the place of the Owners' meetings under this Deed.

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

8.1.5 The management committee (if any) appointed under this Deed or the Ordinance shall within 28 days of its appointment apply to the Land Registrar for the registration of the Owners as an Owners' Corporation.

SECTION IX

MISCELLANEOUS

9.1.1 Subject to the provisions of the Ordinance, in any civil action initiated or defended by the Manager under the powers given in this Deed, the Manager shall conclusively be deemed to be acting as the agent for and on behalf of all Owners other than the Owner (if any) against whom the action is being initiated or defended and no Owner shall raise or be entitled to raise any defence of want of authority or make any objection to the right of the Manager to initiate or defend such action.

9.1.2 A set of the plans annexed hereto showing the Estate Common Areas and Estate Common Facilities shall be kept at the registered office of the Manager of the Estate for inspection by the Owners during normal office hours free of costs and charges.

9.1.3 The First Owner shall deposit a full copy of (a) the Slope Maintenance Manual and (b) a copy of Schedules 7 and 8 to the Ordinance (English and Chinese versions) in the registered office of the Manager of the Estate for reference by all Owners within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

9.1.4 Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his House shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such House is deemed to be his address for service.

9.1.5 The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the registered office of the Manager of the Estate within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the registered office of the Manager of the Estate. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.

9.1.6 Subject to Section VII hereof, the rights, privileges, obligations and covenants herein contained shall be binding on the Owners and their respective executors,

administrators, successors in title, assigns and mortgagees or chargees in possession or those who have foreclosed and the covenants herein contained and the interest herein both as to the benefit and burden of such covenants shall run with the Land. The Conveyancing and Property Ordinance (Cap 219) of the Laws of the Hong Kong Administrative Region shall apply to this Deed Provided That no Owner shall be bound after ceasing to own any part or share of and in the Land and the Estate or any interest therein save and except in respect of any matter arising previously to his ceasing to own such part or share or interest therein.

9.1.7 Save as herein expressly provided or otherwise required by law, all notices in writing required to be given hereunder (if any) shall be sufficiently served on an Owner if a copy of such notice is left at his House or deposited in his letter box even if such Owner is not personally occupying his House or if a copy is sent by post to his last known address in the Hong Kong Special Administrative Region.

9.1.8 All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or by hand delivered to the registered office of Manager of the the Estate or such other address as may be notified by the Manager from time to time.

9.1.9 The Undivided Shares allocated to the Estate Common Areas and Estate Common Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

9.1.10 (a) The First Owner shall at its own costs and expenses has prepared a schedule of all major works and installations (“the Works and Installations”) in the Estate, which require regular maintenance on a recurrent basis. The schedule of the Works and Installations is set out in the Third Schedule to this Deed (subject to revisions as provided for in sub-clauses (e) and (f) below).

(b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details :-

(i) as-built record plans of the building and services installations together with the necessary technical information (such as

- specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) recommended maintenance strategy and procedures;
 - (iv) a list of items of the Works and Installations requiring routine maintenance;
 - (v) recommended frequency of routine maintenance inspection;
 - (vi) checklist and typical inspective record sheets for routine maintenance inspection; and
 - (vii) recommended maintenance cycle of the Works and Installations.
- (c) The First Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the registered office of the Manager of the Estate within one month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Estate and such parts of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- (e) The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Estate and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

- (g) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations shall be paid out of the Special Fund.
- (h) The Manager shall deposit the revised maintenance manual for the Works and Installations in the registered office of the Manager of the Estate within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

9.1.11 The registered office of the Manager shall be located in Hong Kong or otherwise (i) a full copy of the maintenance manual for the Works and Installations; (ii) a full set of the plans annexed hereto showing the Estate Common Areas and Estate Common Facilities; (iii) a full copy of the Slope Maintenance Manual; (iv) a copy of Schedules 7 and 8 to the Ordinance (English and Chinese versions); and (v) a copy of this Deed and its Chinese translation should be kept and make available for inspection at all reasonable times in an office within Hong Kong and the Manager shall notify the Owners the address of such office on prior reasonable written notice.

- 9.1.12 (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Estate and to the Undivided Share(s) in respect thereof.

9.1.13 In consideration of the Mortgagee having entered into this Deed in its capacity as the Mortgagee under the Debenture the First Owner hereby covenants with the Mortgagee that it shall fully observe and perform all the covenants herein contained and to be observed and performed by the First Owner and the Mortgagee while any share or interest in any part of the Estate is subject to the Debenture and shall keep the Mortgagee fully and effectually indemnified from and against all costs, expenses, losses, damages, demands, claims and proceedings whatsoever which the Mortgagee may incur, suffer or sustain as a result of any breach, non-observance and non-performance of any of the said covenants and the non-payment of the sums hereunder.

9.1.14 Notwithstanding anything hereinbefore contained until such time as the Mortgagee enters into possession of the premises subject to the Debenture or exercises the power of sale conferred on the Mortgagee under the Debenture the obligation for making any payment under this Deed and the other burdens and restrictions herein imposed shall not be binding on the Mortgagee and no liability for any payment under this Deed shall be binding on the Mortgagee in respect of any sums accrued prior to the Mortgagee entering into possession or exercising the power of sale of the relevant premises.

IN WITNESS whereof the First Owner, the Second Owner, the Manager and the Mortgagee hereto have caused this Deed to be duly executed the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO
Allocation of Undivided Shares
of and in the Land and the Estate

(A) Houses	1,549 Undivided Shares
	Sub-Total
House 1	770
House 2	779
(B) Estate Common Areas and Estate Common Facilities	1,000 Undivided Shares
	<hr/>
Grand Total	<u>2,549 Undivided Shares</u>

THE SECOND SCHEDULE ABOVE REFERRED TO
Allocation of Management Shares
of and in the Land and the Estate

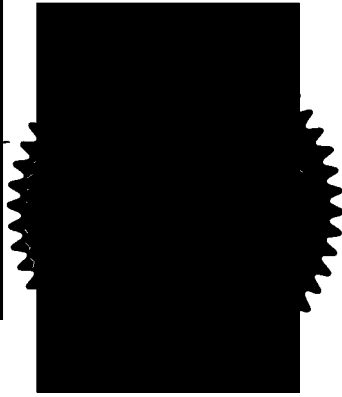
(A) Houses	1,549 Management Shares
	Sub-Total
House 1	770
House 2	779
Grand Total	<u>1,549 Management Shares</u>

THE THIRD SCHEDULE ABOVE REFERRED TO

Works and Installations which will require regular maintenance on a recurrent basis:

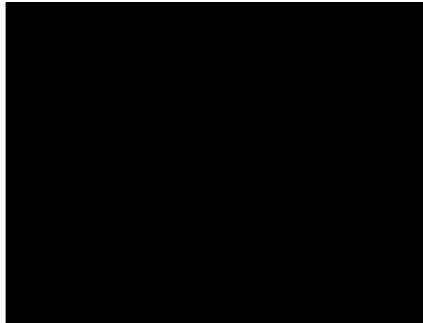
- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) slope structures including retaining walls;
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) gas supply system;
- (j) security surveillance system;
- (k) communal aerial broadcast distribution system;
- (l) telecommunication system;
- (m) the Right of Way Area;
- (n) window installations; and
- (o) other major items as from time to time be added or revised pursuant to this Deed.

SEALED with the Common Seal)
of the First Owner and SIGNED by)
[REDACTED])
whose signature(s) is/are verified by:-)



Solicitor, Hong Kong SAR,
Woo Kwan Lee & Lo

SEALED with the Common Seal)
of the Second Owner and SIGNED by)
[REDACTED])
whose signature(s) is/are)
in the presence of:-)
verified by :-)



[REDACTED]
Solicitor, Hong Kong SAR,
Woo Kwan Lee & Lo

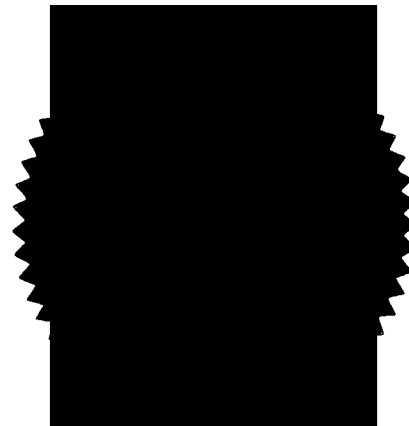
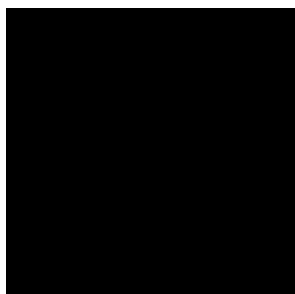
SEALED with the Common Seal of the
Manager and SIGNED by

[Redacted]

whose signature(s) is/are verified by :-

[Redacted]

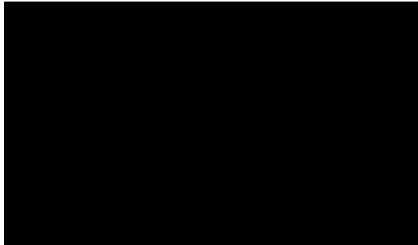
✓ Solicitor, Hong Kong SAR,
Woo Kwan Lee & Lo



SEALED with the Common Seal of the)

Mortgagee and SIGNED by)

whose signature(s) is/are verified by :-)



Mayer Brown
Solicitor, Hong Kong SAR



Dated the 20th day of September 2021

TREASURE MEGA LIMITED
(First Owner)

and

TREASURE CHEST LIMITED
(Second Owner)

and

SAVILLS PROPERTY MANAGEMENT LIMITED
(Manager)

and

SHANGHAI COMMERCIAL BANK LIMITED
(Mortgagee)

**DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT**

in respect of

TUEN MUN TOWN LOT NO. 512



註冊摘要編號 Memorial No.:
21100802420354

本文書於2021年10月8日在土地註冊處
以上述註冊摘要編號註冊。

This instrument was registered in the
Land Registry by the above Memorial
No. on 08 October 2021.

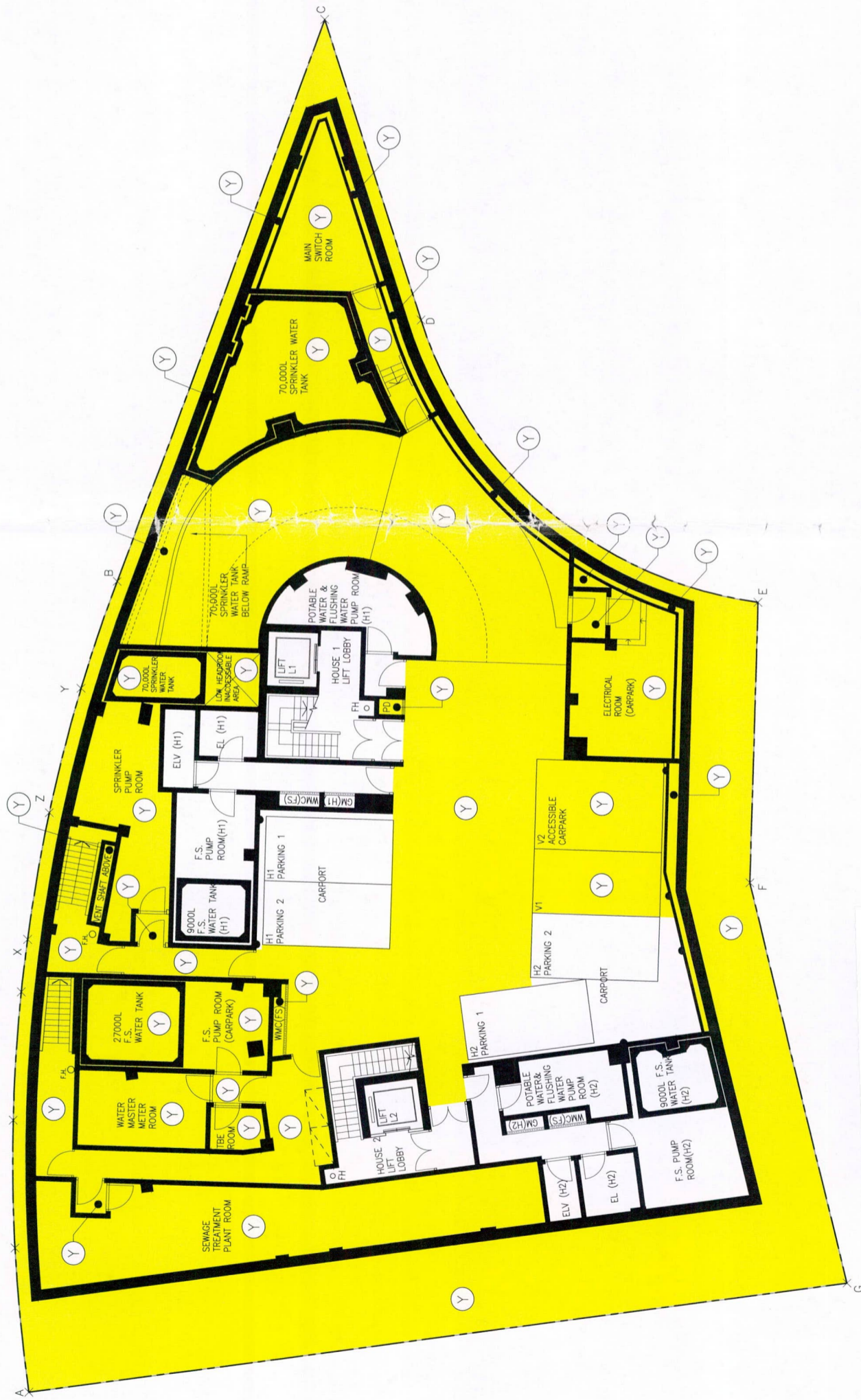
Joyce Tam

土地註冊處處長
Land Registrar

WOO KWAN LEE & LO
SOLICITORS & NOTARIES
ROOM 2801, SUN HUNG KAI CENTRE
30 HARBOUR ROAD
WANCHAI
HONG KONG

Ref.: B17/SHK/HFM/LYF
(2021 03 05) (v.9)

Mayer Brown
TKSL/21670885/08KT



I hereby certify the accuracy of this plan.

WONG Min Hon Thomas
Registered Architect Authorized Person

BASEMENT PLAN

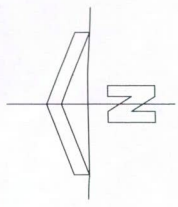
LEGEND
Y ESTATE COMMON AREAS
--- BOUNDARY LINE OF THE DEVELOPMENT

FOR IDENTIFICATION PURPOSE ONLY



PROJECT:
RESIDENTIAL REDEVELOPMENT
AT TUEN MUN TOWN LOT NO.512
LOK CHUI STREET, AREA 59,
TUEN MUN, N.T.

JOB NO:	031670	DRAWING NO. / PART PLAN OF:	DMC-001	REV. NO.	07
DATE:	SEPTEMBER 2021	SCALE:	1:200		



LOK CHUI STREET



註冊編號 Memorial No.: **21100802420354** **A3C**

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas
Registered Architect Authorized Person

GROUND FLOOR PLAN

- LEGEND
- ESTATE COMMON AREAS
 - BOUNDARY LINE OF THE DEVELOPMENT
 - U.P. - UTILITY PLATFORM
 - BAL. - BALCONY

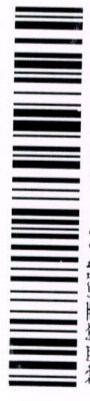
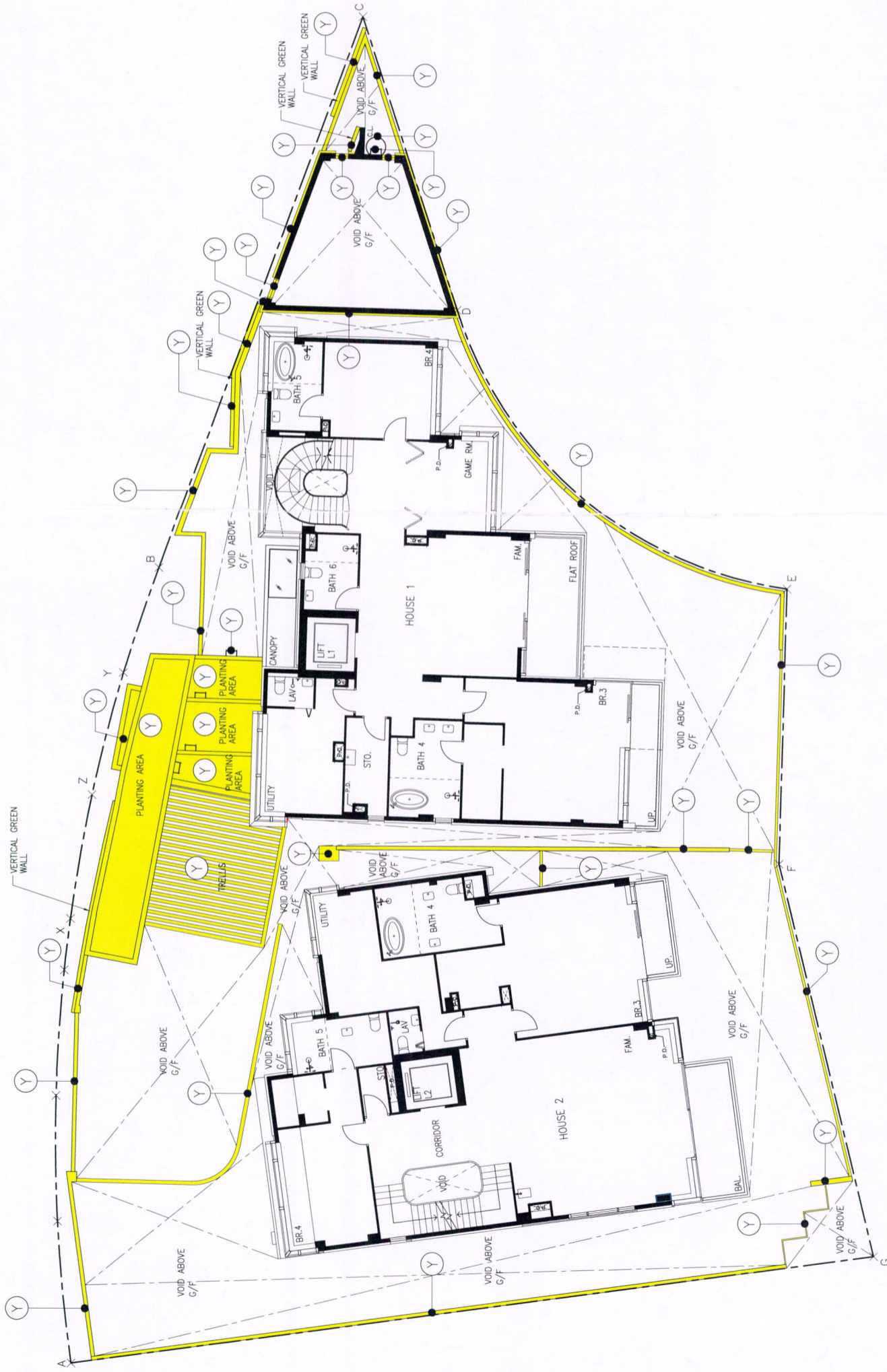
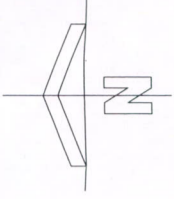
FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

18th Floor, Cityplaza 3, Toloo Shing, Hong Kong
T 2823 8888 F 2513 1728 www.wongtung.com

PROJECT:
RESIDENTIAL REDEVELOPMENT
AT TIEN MUN TOWN LOT NO.512
LOK CHUI STREET, AREA 59,
TIEN MUN, N.T.

JOB NO: 031670	DRAWING NO. / PART PLAN OF: DMC-002	REV. NO: 06
DATE: SEPTEMBER 2021	SCALE: 1:200	



註冊建築師 Memorial No.: 21100802420354 A3C

I hereby certify the accuracy of this plan.

Wong Min Hon

WONG Min Hon Thomas
Registered Architect Authorized Person

FIRST FLOOR PLAN

- LEGEND
- Y ESTATE COMMON AREAS
 - BOUNDARY LINE OF THE DEVELOPMENT
 - U.P. - UTILITY PLATFORM
 - BAL. - BALCONY

FOR IDENTIFICATION
PURPOSE ONLY

PROJECT:

RESIDENTIAL REDEVELOPMENT
AT TUEN MUN TOWN LOT NO.512
LOK CHUI STREET, AREA 59,
TUEN MUN, N.T.

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



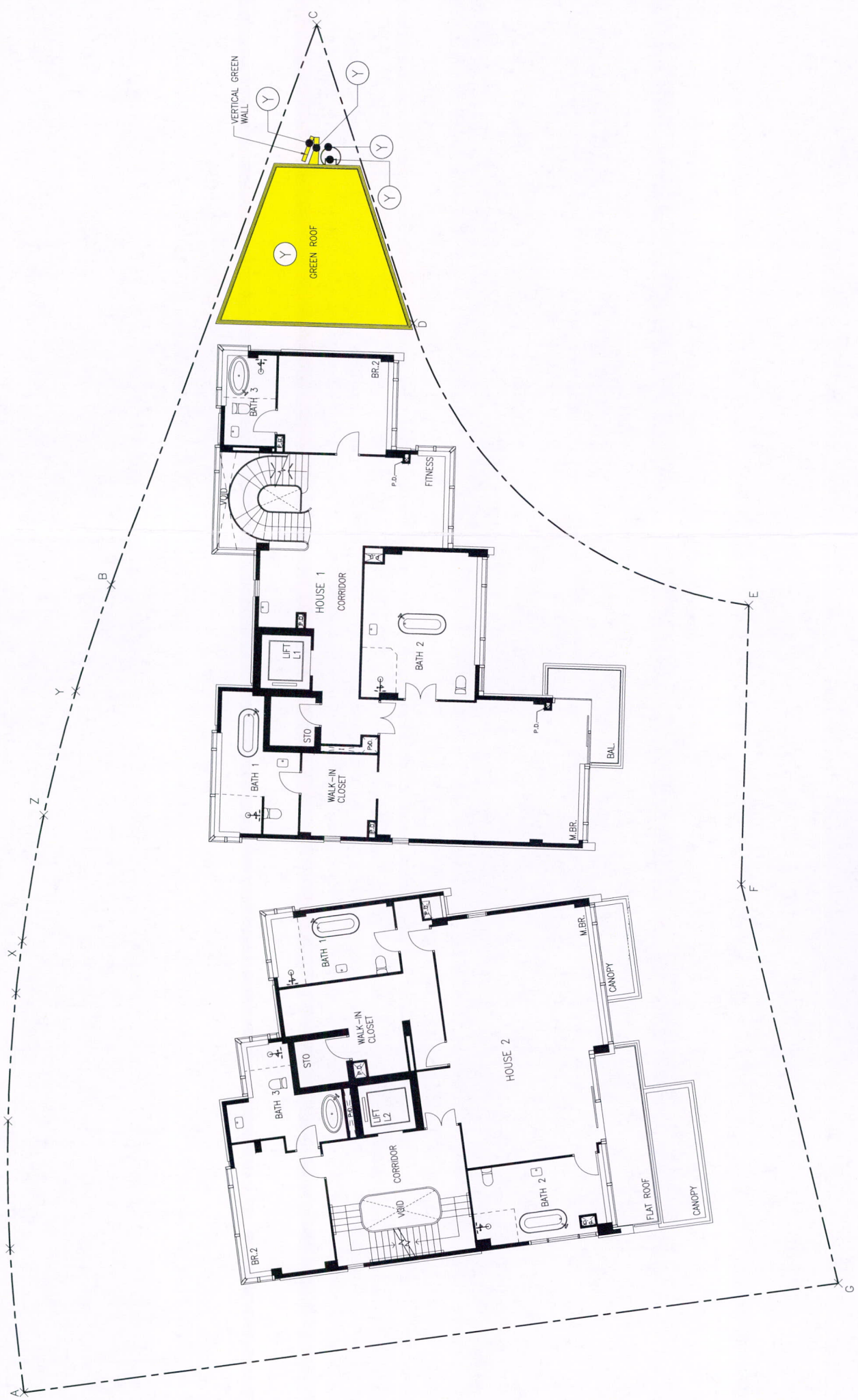
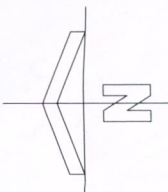
19th Floor, Cheong Cheong Street, Hong Kong
T: 2803 9688 F: 2513 1728 www.wongtung.com

JOB NO: DRAWING NO. / PART PLAN OF: REV. NO.

031670 DMC-003 06

DATE: SCALE:

SEPTEMBER 2021 1:200



I hereby certify the accuracy of this plan.

王明

WONG Min Hon Thomas
Registered Architect Authorized Person

SECOND FLOOR PLAN

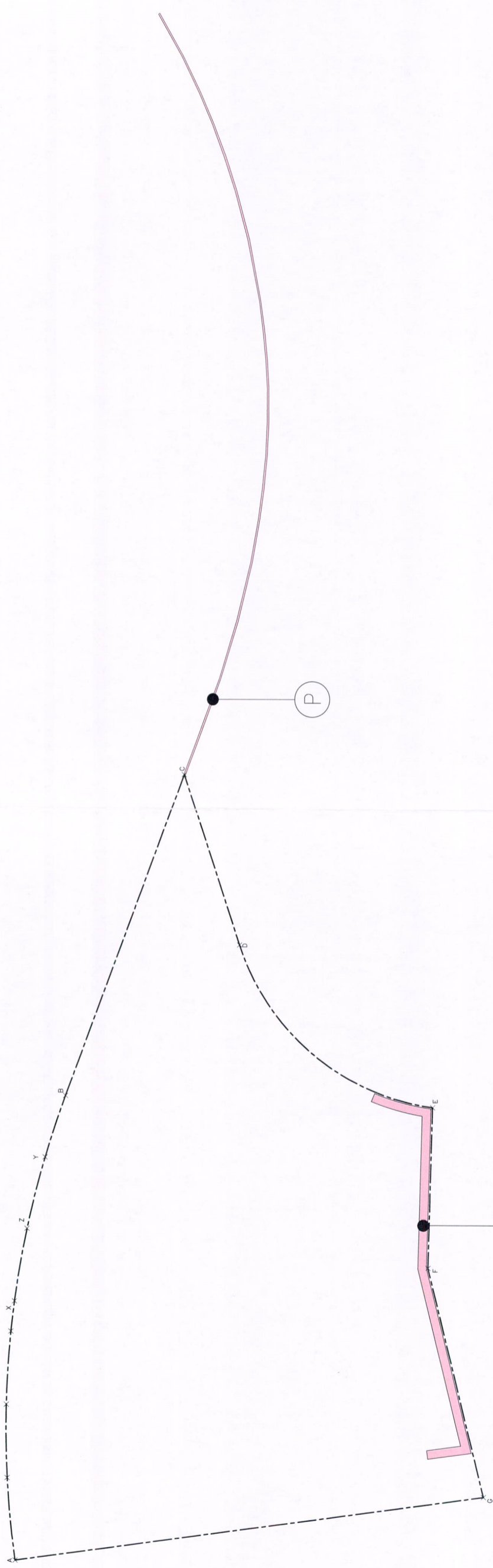
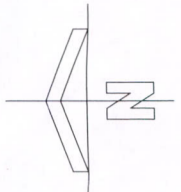
- LEGEND
- ESTATE COMMON AREAS
 - BOUNDARY LINE OF THE DEVELOPMENT
 - U.P. - UTILITY PLATFORM
 - BAL. - BALCONY

FOR IDENTIFICATION
PURPOSE ONLY



PROJECT:
RESIDENTIAL REDEVELOPMENT
AT TUEN MUN TOWN LOT NO.512
LOK CHUI STREET, AREA 59,
TUEN MUN, N.T.

JOB NO:	031670	DRAWING NO. / PART PLAN OF:	DMC-004	REV. NO.	05
DATE:	SEPTEMBER 2021	SCALE:			1:200



I hereby certify the accuracy of this plan.

Wong Min Hon

WONG Min Hon Thomas
Registered Architect Authorized Person

RETAINING WALL PLAN

LEGEND
 RETAINING WALL
 BOUNDARY LINE OF THE DEVELOPMENT

註冊編號 Memorial No.:
21100802420354 **A3C**

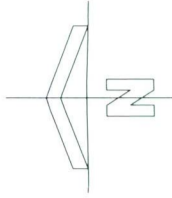
**FOR IDENTIFICATION
 PURPOSE ONLY**

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

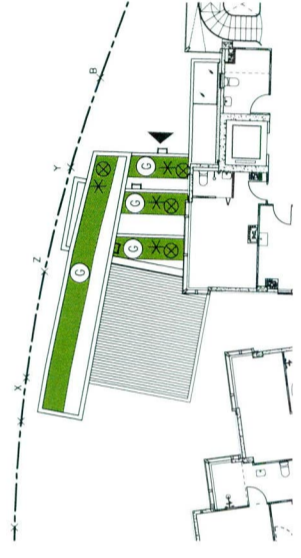
18th Floor, Chiyee Plaza, 3, Tolosa Street, Mong Kok
 T 2803 9888 F 2513 1728 www.wongtung.com

PROJECT:
 RESIDENTIAL REDEVELOPMENT
 AT TUEN MUN TOWN LOT NO.512
 LOK CHUI STREET, AREA 59,
 TUEN MUN, N.T.

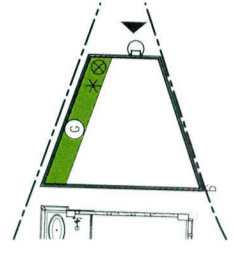
JOB NO:	DRAWING NO. / PART PLAN OF:	REV. NO.
031670	DMC-005	05
DATE:	SCALE:	
DECEMBER 2020		1:200



GREENERY AREA AT GROUND FLOOR

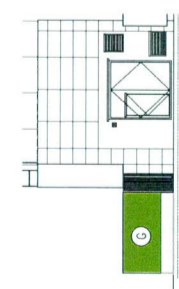


GREENERY AREA AT FIRST FLOOR



GREENERY AREA AT TRANSFORMER ROOM ROOF

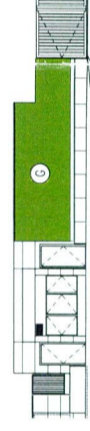
- * IRRIGATION POINT
- ⊗ DRAINAGE PROVISION



NORTH ELEVATION
(FACING LOK CHUI STREET)



NORTH ELEVATION
(FACING LOK CHUI STREET)



NORTH ELEVATION
(FACING LOK CHUI STREET)



TRANSFORMER ROOM
NORTH ELEVATION

GREENERY FLOOR PLAN

LEGEND



GREENERY AREA (TOTAL GREENERY AREA = 211.725 s.m.)



GREENERY AREA ACCESS



註冊樓宇編號 Memorial No.:

21100802420354

A3C

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas
Registered Architect Authorized Person

FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



18th Floor, Cityplaza 3, Tsimsho Shing, Hong Kong
T 2863 8888 F 2513 1728 www.wongtung.com

PROJECT:
RESIDENTIAL REDEVELOPMENT
AT TUEN MUN TOWN LOT NO.512
LOK CHUI STREET, AREA 95,
TUEN MUN, N.T.

JOB NO: DRAWING NO. / PART PLAN OF: REV. NO.

031670 DMC-006 07

DATE: SEPTEMBER 2021 SCALE: 1:200