

**THIS DEED** made this 25th day of October 2024

**BETWEEN**

(1) HONG KONG HOUSING SOCIETY a body corporate incorporated under the Hong Kong Housing Society Incorporation Ordinance Cap.1059 of the Laws of the Hong Kong Special Administrative Region having its head office situate at 8<sup>th</sup> Floor, 1063 King's Road, Quarry Bay, Hong Kong (hereinafter called "the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part;

(2) [REDACTED] of [REDACTED] Eminence Terrace I, No.12 Hung Shui Kiu Tin Sam Road, Yuen Long, New Territories, [REDACTED] (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; and

(3) HONG KONG HOUSING SOCIETY a body corporate incorporated under the Hong Kong Housing Society Incorporation Ordinance Cap.1059 of the Laws of the Hong Kong Special Administrative Region having its head office situate at 8<sup>th</sup> Floor, 1063 King's Road, Quarry Bay, Hong Kong(hereinafter called "the DMC Manager") of the third part.

**W H E R E A S :-**

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 Conditions under which the First Owner is entitled to a lease of the Land for the residue of a term of 50 years commencing from the 5th day of October 2020 and expiring on the 4th day of October 2070 subject to payment of the rent and to the observance and performance of the terms and conditions therein reserved and contained.

B. The First Owner has developed or is in the course of developing the Land in accordance with the Approved 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 13,756 equal undivided parts or shares, the allocation of which is set out in the First Schedule hereto.



D. 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 All Those [REDACTED] equal undivided 13,756th parts or shares of and in the Land and the Estate together with the exclusive right to hold use occupy and enjoy All That [REDACTED] Floor of the Estate (“the said Property”) absolutely subject to the Conditions and this Deed.

E. 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.

F. This Deed has been approved by the Director of Lands in accordance with Special Condition No.(20)(a) of the Conditions.

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 :-

"Accessible Parking Space" The parking space of the Estate (including the charging facilities for electric vehicles (including, but not limited to, fixed electrical installations and installation of final circuits) or the electric vehicle charger(s) (including the installation of final circuits) (as the case may be) provided and installed or to be provided and installed for serving exclusively that car parking space) provided for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, pursuant to Special Condition No. (23)(c)(i) of the Conditions and belonging to the owners/occupiers of the Residential Accommodation and their bona fide guests, visitors or invitees, and for the purpose of identification only the Accessible Parking Space is shown and marked "**V-P01**" on the plans hereto attached as Annex I (insofar as such area and space is identifiable on such plans), the accuracy of such plans has been certified by the Authorized Person, and thereon coloured **Indigo**.

"Amenity Features" The Owners' Corporation office or Owners' Committee office, caretaker's office, quarter for caretaker of the Estate forming part of the Estate Common Areas, which are shown for the purpose of identification only on the plans hereto attached as Annex I (insofar as such areas and spaces are identifiable on such plans), the accuracy of such plans has been certified by the Authorized Person, and thereon coloured **Yellow dashed Black**.

"Approved Plans" The general building plans prepared by the Authorized Person

for the development of the Land and approved by the Building Authority under BD Ref. No. BD 2/9061/20(P) as the same may be amended from time to time with the approval of the Director of Buildings.

"Authorized Person"

Mr. Chui Pak-Chung, Patrick of Ronald Lu & Partners (Hong Kong) Ltd. or any other replacement authorized person or persons as defined in section 2(1) of the Buildings Ordinance appointed by the First Owner in his place.

"Bank Account"

Any interest-bearing account with a bank within the meaning of section 2 of the Banking Ordinance in the name of the Manager as trustee for the Owners, and if an Owners' Corporation is formed, in the name of the Manager as trustee for the Owners' Corporation.

"Banking Ordinance"

The Banking Ordinance Cap.155 of the Laws of the Hong Kong Special Administrative Region and any statutory amendments, modifications or re-amendments thereof for the time being in force.

"Building Management Ordinance"

The Building Management Ordinance Cap.344 of the Laws of the Hong Kong Special Administrative Region and any statutory amendments, modifications or re-amendments thereof for the time being in force.

"Buildings Ordinance"

The Buildings Ordinance Cap.123 of the Laws of the Hong Kong Special Administrative Region and any statutory amendments, modifications or re-amendments thereof for the time being in force.

"Car Park"

the whole of the car port of the Estate on portion of the Lower Ground Floor of the Estate intended for ingress and egress and the parking of motor vehicles including but not limited to the driveways, ramps, signage area and other areas and spaces for use by Owners of such car port, and such car port is shown for the purpose of identification only on the plans hereto attached as Annex I (insofar as the same is identifiable on such plans),



the accuracy of such plans has been certified by the Authorized Person, and thereon coloured **Green**.

"Carpark Common Areas"

After the execution of a Sub-Deed of Mutual Covenant in respect of the Car Park, such parts of the Car Park other than those specifically designated as Parking Spaces shown and delineated on the car park layout plan approved by the Director of Lands including those spaces and areas in the Car Park intended for use in common by Owners of the Parking Spaces and users of parking spaces including (but not limited to) circulation passages, fan room, electric vehicle charger rooms, driveways, ramps, staircases, steps, entrances, exits, signage area and other spaces or areas containing the Carpark Common Facilities, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, such parts of the Car Park and such parts of the Car Park are (insofar as such areas and spaces will be identifiable on such plans) shown for the purpose of identification only on the plans to be annexed to a Sub-Deed of Mutual Covenant in respect of the Car Park, the accuracy of such plans to be certified by the Authorized Person, EXCLUDING those areas being part of the Estate Common Areas, the Residential Common Areas and the Flats and Parking Spaces after execution of any Sub-Deed of Mutual Covenant in respect of the Car Park.

"Carpark Common Facilities"

After the execution of a Sub-Deed of Mutual Covenant in respect of the Car Park those facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate for the general benefit and service of the Parking Spaces only but no Owner of Parking Spaces has the

exclusive right to use or enjoy, and shall include (but not limited to) lighting and security system (if any) and other electrical, mechanical and sanitary installations within the Carpark Common Areas and are for the common use and benefit of the Owners of Parking Spaces and users of parking spaces and loading and unloading bays forming part of the Residential Common Areas EXCLUDING those being part of the Estate Common Facilities and the Residential Common Facilities.

"Car Park Rules"

The rules governing the Car Park from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof after the execution of the Sub-Deed of Mutual Covenant in respect of the Car Park.

"Conditions"

Agreement and Conditions of Grant dated the 5th day of October 2020 and registered in the Land Registry as New Grant No. 22857 as varied or modified by a letter of modification dated the 29th day of July 2021 and registered in the Land Registry with Memorial No. 21081000930018, a letter of modification dated the 28th day of June 2022 and registered in the Land Registry by Memorial No. 22071101110039 and includes any variation and modification thereto, if any.

"Conveyancing and Property Ordinance"

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.

"Covered Landscaped Area"

The covered landscaped area, which is shown for the purpose of identification only on the plans hereto attached as Annex I (insofar as such areas and spaces are identifiable on such plans), the accuracy of such plans has been certified by the Authorized Person, and thereon coloured **Indigo hatched Black**.

"Current Account"

Any current account with a bank within the meaning of

section 2 of the Banking Ordinance in the name of the Manager as trustee for the Owners, and if an Owners' Corporation is formed, in the name of the Manager as trustee for the Owners' Corporation.

"This Deed" or "this Deed"

This Deed of Mutual Covenant And Management Agreement.

"Estate"

The whole of the development comprising among other components the Residential Accommodation and the Car Park known or intended to be known as **Eminence Terrace I (樂翹軒 I)** constructed or in the course of construction on the Land, all structures, facilities and services whatsoever installed or provided in, under, on or over the Land for the use of such development or any part or parts thereof including without limiting the generality of the foregoing the General Common Areas, the General Common Facilities and all machinery and equipment in or upon such development.

"Estate Common Areas"

Such of the Amenity Features, Greenery Area (excluding those forming part of the Residential Common Areas) lift lobbies serving a fireman's lift, protected lobbies to a required staircase (excluding those forming part of the Residential Common Areas), water meter room, emergency vehicular access / driveway, cable riser, automatic meter room, electrical meter rooms, protected lift lobby, refuse storage and material recovery chambers, hose reels, pipe ducts, fire services control room, fire services inlet / sprinkler inlet, planters, lower voltage switch room, flat roofs, sprinkler water tank, sprinkler water pump room, fire services water tank & pump room, fire services water tank, lift lobby, fire services check water meter cabinet, cleansing water tank & water pump room, photovoltaic control room, generator room, external walls and fences of the whole Estate (other than those of the Residential Tower), the Estate foundations, the structure of all walls, columns, beams and any other structural elements of and in the Estate, 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, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas and the Estate Common Areas are shown for the purpose of identification only on the plans hereto attached as Annex I (insofar as such areas and spaces are identifiable on such plans), the accuracy of such plans has been certified by the Authorized Person, and thereon coloured **Yellow** and **Yellow dashed Black**, EXCLUDING those areas being part of the Residential Common Areas, the Carpark Common Areas (after the execution of a Sub-Deed of Mutual Covenant in respect of the Car Park) and the Units.

"Estate Common Facilities"

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

- (a) Such of the sewers, drains, water courses, pipes, gutters, air ducts, wires and cables, aerial broadcast distribution or telecommunication network 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 including broadcast distribution network or telecommunication network services are supplied to the Estate or any part or parts thereof;
- (b) Fire fighting installation and equipment;
- (c) Lamp posts and lighting;

- (d) Lightning conductor of the Estate;
- (e) Lift installation and equipment;
- (f) Cleansing, irrigation and rainwater recycling system;
- (g) Transformer Room Facilities;
- (h) automatic meter reading outstation(s); and
- (i) Other facilities and systems other than those facilities being part of the Residential Common Facilities or the Carpark Common Facilities (after the execution of a Sub-Deed of Mutual Covenant in respect of the Car Park) for the use and benefit of the Estate and not for the use and benefit of any particular Owner.

"Estate Rules"

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.

"Fire Safety Management Plan"

The fire safety management plan of the Estate and any amendments thereto from time to time approved by the Buildings Department or any other relevant government authorities.

"Flat"

A flat in the Residential Tower to which Undivided Shares have been allocated, including sprinkler head, smoke detector and the full height wall with 600 mm wide having an FRR (fire resistance rating) of not less than -/30/30 of any Open Kitchen Flat referred to in Clause 5.1.42 of this Deed, acoustic balconies, acoustic windows (baffle type), the Non-enclosed Areas, the glass or metal balustrade enclosing the Non-enclosed Areas or the replacements, bay windows, windows, any conduit, pipe, wire and cable for the passage or transmission of soil, sewage, water, gas, electricity, air,

smoke, information or other matters serving exclusively that flat and associated equipment and structures of such conduit, pipe, wire and cable serving exclusively that flat.

"Flat Roof"

The flat roof immediately above the 26th Floor of the Residential Tower (which is for identification purpose shown on the Roof Plan of the plans hereto attached as Annex I and thereon coloured **Yellow** and **Indigo**).

"General Common Areas"

The Estate Common Areas and the Residential Common Areas provided that the Carpark Common Areas shall form part of such areas after the execution of the Sub-Deed of Mutual Covenant in respect of the Car Park.

"General Common Facilities"

The Estate Common Facilities and the Residential Common Facilities provided that the Carpark Common Facilities shall form part of such facilities after the execution of the Sub-Deed of Mutual Covenant in respect of the Car Park.

"General Common Parts  
Undivided Shares"

Those Undivided Shares allocated to the Estate Common Areas, the Estate Common Facilities, the Residential Common Areas and the Residential Common Facilities provided that the Undivided Shares to be allocated to the Carpark Common Areas and the Carpark Common Facilities shall form part of such Undivided Shares after the execution of the relevant Sub-Deed of Mutual Covenant in respect of the Car Park.

"General Fund"

The fund (which is not a Special Fund) established and maintained by the Manager under Clause 6.2.6 hereof to pay the Management Expenses.

"Government"

The Government of Hong Kong.

"Greenery Area"

The "Greenery Area" referred to in Special Condition No.(9)(c)(i) of the Conditions which said area with details of their size (in area), locations and the common access thereto clearly indicated on the plans hereto attached as Annex II, the accuracy of such plan has been certified by the Authorized

Person, and thereon coloured **Light Green**.

"Hong Kong"	The Hong Kong Special Administrative Region of the People's Republic of China.
"Land"	All That piece or parcel of land registered in the Land Registry as HUNG SHUI KIU TOWN LOT NO. 1.
"Maintain" or "maintain"	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 for the Works and Installations"	The maintenance manual in respect of the Works and Installations as referred to in Clause 9.1.2 hereof.
"Management" or "management"	All duties and obligations to be performed and observed by the Manager pursuant to this Deed.
"Management Expenses"	The costs, charges and expenses necessarily and reasonably incurred in the management and maintenance of the Land and the Estate as more particularly provided in Clause 6.4.1 hereof.
"Management Fee"	The monthly sum payable by an Owner under Clause 6.4.3 (a) hereof for his share of the budgeted Management Expenses.
"Management Shares"	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"	Any person who for the time being is, for the purpose of this

	Deed, managing the Estate.
"Manager's Remuneration"	The remuneration of the Manager as provided in Clause 6.3.1 hereof.
"month"	A calendar month.
"Noise Mitigation Measures"	Such noise mitigation measures (proposed in the noise impact assessment on the Estate with approval by the Director of Lands pursuant to Special Condition No. (37) of the Conditions) as approved by the Building Authority under the Approved Plans installed at the relevant Flats and exclusively held, used, occupied and enjoyed by the Owners of such Flats including but not limited to acoustic balconies and acoustic windows (baffle type) forming part of any Flat.
"Non-enclosed Areas"	The balcony or balconies forming part of a Flat and the covered areas underneath such balcony or balconies in the Residential Accommodation. The locations of such balconies are shown on the plans hereto attached as Annex I and thereon marked " <b>BALCONY</b> ", the accuracy of such plans has been certified by the Authorized Person.
"Occupation Permit"	An occupation permit or temporary occupation permit of the Estate or any part thereof issued by the Building Authority.
"Owner" or "Owners"	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"	A committee of the Owners of the Estate established under the provisions of this Deed.
"Owners' Corporation"	The corporation of the Owners incorporated under section 8 of the Building Management Ordinance.
"Parking Space"	After the execution of a Sub-Deed of Mutual Covenant in respect of the Car Park or any part thereof, the car parking space in the Car Park designated as being for the parking of a licensed motor vehicle or motorcycle (as the case may be) (including the charging facilities for electric vehicles (including, but not limited to, fixed electrical installations and installation of final circuits) or the electric vehicle charger(s) (including the installation of final circuits) (as the case may be) provided and installed or to be provided and installed for serving exclusively that car parking space) and such space is shown as a space for parking on the car park layout plan approved by the Director of Lands and including any approved amendment(s) to such plan. For the avoidance of doubt, the Parking Spaces shall exclude the Accessible Parking Space and the Visitors' Parking Spaces.
"Recreational Areas and Facilities"	Those recreational areas and facilities in the Estate including (but not limited to) gym, corridors, store, children play area, open lounge, male lavatory, female lavatory, cleaner's store, unisex lavatories, multi-function room 1, multi-function room 2, and other areas and facilities designated as being for the use of the residents of the Residential Accommodation and their bona fide visitors for recreational purposes and all ancillary equipment, facilities and structures serving such areas. The locations of such recreational areas are shown on the plans hereto attached as Annex I and thereon coloured <b>Indio dashed Black</b> , the accuracy of such plans has been certified by the Authorized Person.
"Recreational Rules"	The rules governing the use, operation and maintenance of the

Recreational Areas and Facilities from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.

- "Residential Accommodation" Those areas or parts of the Land and the Estate (including the Flats and the Residential Tower) designated for private residential purpose in accordance with the Approved Plans.
- "Residential Common Areas" Such of the Covered Landscaped Areas, such areas of the Recreational Areas and Facilities, Greenery Area (excluding those forming part of the Estate Common Areas), lift lobbies serving a fireman's lift, protected lobbies to a required staircase (excluding those forming part of the Estate Common Areas), potable water tank & transfer water pump room, the Wider Common Corridor and Lift Lobbies, planters, cable riser, town gas room, pipe ducts, landscape area, flushing water tank & pump rooms, check water meter cabinet, lift pit, lifts, extra low voltage, extra low voltage riser ducts, flat roofs, elevated walkway, cleaners, entrance, water meter cabinets, telecommunications and broadcasting room, electrical meter rooms, extra-low voltage rooms, refuse storage and material recovery chamber, exhaust air duct, protected lift lobby, store for club house, fan room, electrical riser ducts, refuse chutes, lift shafts, cleansing tank & pump room, flushing water tanks, communal aerial broadcast distribution room, lift machine room, portable water tanks, portable water tank and pump room, the structures and interiors of the supporting walls, beams, columns and external walls of the Residential Tower (including the non-structural prefabricated external walls forming part thereof the location of which is as indicated on the plans annexed hereto as Annex I, the accuracy of such plans has been certified by the Authorized Person, and thereon indicated by Red dotted lines), the Visitors' Parking Spaces, the Accessible Parking Space, spaces for the loading and unloading of medium goods vehicles and/or heavy goods vehicles provided pursuant to Special Condition No.(24)(a) of the Conditions, the bicycle parking spaces provided pursuant to Special Condition No.(23)(f) of the Conditions and such areas and spaces

containing the Residential 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 Flats, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and the Residential Common Areas are shown for the purpose of identification only on the plans annexed hereto as Annex I (insofar as such areas and spaces are identifiable on such plans), the accuracy of such plans has been certified by the Authorized Person, and thereon coloured **Indigo**, **Indigo hatched Black**, **Indigo dashed Black** and **Indigo cross-hatched Black**, EXCLUDING those areas being part of the Estate Common Areas, the Carpark Common Areas (after the execution of a Sub-Deed of Mutual Covenant in respect of the Car Park) and the Units.

"Residential Common Facilities"

All those facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate for the general benefit and service of the Residential Accommodation only but to which no Owner of Flat has the exclusive right to use or enjoy the same including (but not limited to) such facilities of the Recreational Areas and Facilities, lifts, lighting, communal television antennae, water tanks, satellite dishes (if any), security system, fire service installation system, air-conditioning and mechanical ventilation system (if any) and such electrical, mechanical and sanitary installations which are for the common use and benefit of the Owners of Flats EXCLUDING those facilities being part of the Estate Common Facilities or the Carpark Common Facilities (after the execution of a Sub-Deed of Mutual Covenant in respect of the Car Park).

"Residential Rules"	The rules governing the Residential Accommodation, the Residential Common Areas and the Residential Common Facilities from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.
"Residential Tower"	The tower of buildings erected or in the course of being erected on the Land intended for private residential purposes.
"Rules"	The Residential Rules, the Car Park Rules, the Estate Rules and the Recreational Rules.
"Sewerage Impact Assessment"	The sewerage impact assessment on the Estate (containing, among others, such information and particulars as the Director of Environmental Protection may require, including but not limited to all adverse sewerage impacts as may arise from the development of the Land, sewage flowing from all other planned and committed developments in the same catchment, and recommendations for mitigation measures, improvement works and other measures and works) to be or having been submitted by the First Owner and which is to be or having been approved by the Director of Environmental Protection pursuant to Special Condition No. (39) of the Conditions.
"Slope Maintenance Manual"	The Slope Maintenance Manual in respect of the Slope Structures prepared in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time).
"Slope Structures"	such slopes, slopes treatment works, retaining walls or other structures (if any) existing at the date of this Deed within or outside the Land or the Estate the maintenance of which is the liability of the Owners under the provisions of the Conditions or this Deed
"Special Fund"	The fund established and maintained by the Manager pursuant to Clause 6.2.7 hereof to meet expenditure of a capital nature

or of a kind not expected to be incurred annually, including (but not limited to) expenses for renovation, improvement and repair of the General Common Areas and General Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, system, equipment, tools, plants and machineries for the General Common Areas and the costs of the relevant investigation works and professional services.

"Sub-Deed of Mutual Covenant"

A sub-deed of mutual covenant to be submitted to the Director of Lands for approval which may be entered into by the First Owner and other parties in respect of any part or parts of the Land and the Estate after the execution of this Deed.

"Transformer Room Facilities"

means the transformer room on Ground Floor (which is for identification purpose marked "**TRANSFORMER ROOM**" on the plans hereto attached as Annex I and thereon coloured **Yellow**), cable accommodations and all associated facilities;

"Top Roof"

The roof immediately above the Upper Roof of the Residential Tower (which is for identification purpose shown on the Top Roof Plan of the plans hereto attached as Annex I and thereon coloured **Indigo**).

"Undivided Shares"

All or any of the 13,756th equal undivided parts or shares into which the Land and the Estate are notionally divided.

"Unit"

A Flat; the Car Park and a Parking Space after execution of any Sub-Deed of Mutual Covenant in respect of the Car Park and "his Unit" in relation to an Owner means the Unit or Units in respect of which the Owner has the full and exclusive right and privilege to hold, use, occupy and enjoy.

"Upper Roof"

The roof immediately above the Flat Roof of the Residential Tower (which is for identification purpose shown on the Upper Roof Plan of the plans hereto attached as Annex I and thereon coloured **Indigo**).

"Visitors' Parking Spaces"

5 additional parking spaces of the Estate (including the

charging facilities for electric vehicles (including, but not limited to, fixed electrical installations and installation of final circuits) or the electric vehicle charger(s) (including the installation of final circuits) (as the case may be) provided and installed or to be provided and installed for serving exclusively that car parking space) provided for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, pursuant to Special Condition Nos. (23)(a)(ii) of the Conditions, and for the purpose of identification only such additional parking spaces of the Estate are shown and marked numbered "V-P01", "V-P02", "V-P03", "V-P04" and "V-P05" on the plans hereto attached as Annex I (insofar as such area and space is identifiable on such plans), the accuracy of such plans has been certified by the Authorized Person, and thereon coloured **Indigo**. For the avoidance of doubt, such parking space marked numbered "V-P01" is designated and reserved as the Accessible Parking Space.

"Wider Common Corridor and Lift Lobbies"	The wider common corridor and lift lobbies, which are shown coloured <b>Indigo cross-hatched Black</b> on the plans annexed hereto as Annex I, the accuracy of such plans has been certified by the Authorized Person.
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"Works and Installations"	The major works and installations provided in the Land and the Estate as referred to in Clause 9.1.1 hereof.
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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 Conditions and this Deed 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 Together with the appurtenances thereto and the entire rents and profits thereof; and (b) the General Common Areas.

2.2 The Second Owner shall at all times hereafter subject to and with the benefit of the Conditions 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 full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements, rights, rights of way, privileges and obligations herein contained.

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 or Shares held therewith.

2.5 Subject to the Conditions and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, licence or otherwise dispose of or deal with his Undivided Share or Shares or interest in the Land and the Estate together with the full and exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Estate which may be held therewith but any such sale, assignment, mortgage, legal charge, lease or licence shall be expressly subject to and with the benefit of this Deed and any assignment or underletting of the Car Park or any part or parts thereof or any Parking Spaces shall be subject to the relevant restrictions as set out in Special Condition No. (27) of the Conditions.

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 ten years.

2.7 (a) The Estate Common Areas and the Estate Common Facilities are deemed to be common areas and facilities for the benefit of all Owners and may, subject to the provisions hereof be, used by each Owner.

(b) The Residential Common Areas and the Residential Common Facilities are deemed to be common areas and facilities for the benefit of all Owners of the Flats and may, subject to the provisions hereof, be used by each Owner of a Flat and also his bona fide guests, visitors or invitees for all purposes connected with the proper use and enjoyment of the same.

(c) The Carpark Common Areas and the Carpark Common Facilities shall, as soon as they come into existence after execution of a Sub-Deed of Mutual Covenant in respect of the Car Park or any part thereof, be deemed to be common areas and facilities for the benefit of all Owners of the Parking Spaces and users of the Accessible Parking Space and the Visitors' Parking Spaces and may, subject to the provisions hereof and of any Sub-Deed of Mutual Covenant in respect of the Car Park or any part thereof, be used by each Owner of a Parking Space and also his bona fide guests, visitors or invitees for all purposes connected with the proper use and enjoyment of the Car Park and by each Owner of a Flat for all purposes connected with the proper use and enjoyment of the Accessible Parking Space and the Visitors' Parking Spaces.

2.8 (1) Preamble

The covenants, rights, liberties, privileges, entitlements, exceptions and reservations in favour of the First Owner under this Clause 2.8 are intended to facilitate and enable the First Owner to do, exercise, carry out, perform and complete all such acts matters deeds and things as may be necessary or are pertaining to :

(a) the construction, development and completion of the Estate;

(b) any change in design, layout, disposition, height and user of any part of the Estate



of which the First Owner shall remain the Owner; and

- (c) management and control of those parts of the Estate of which the First Owner shall remain to be the Owner.

## 2.8 (2) Exceptions and Reservations

Each and every Owner covenants with the First Owner with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Estate and the interest therein that for so long as the First Owner remains the registered owner of any Undivided Share (save and except the General Common Parts Undivided Shares), and in addition to any other right which it may have reserved under the assignment to any Owner, (except otherwise provided in this Deed) the First Owner shall have the unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds or to exercise all or any of the following rights, liberty, privileges and entitlements:-

- (a) Subject to the approval of the Director of Lands or other relevant Government authorities and for so long as the First Owner remains the registered owner of all the Undivided Shares allocated to the Car Park, at any time hereafter and from time to time to change, amend, vary, add to or alter the plans of the Car Park and to change or alter the layout of the Car Park without need for the concurrence or approval of any other Owner Provided That no part of the General Common Areas shall be affected in any way.
- (b) The right for the First Owner or occupiers or other persons permitted or authorised by the First Owner to affix, remove, alter, maintain and renew at their own expense (a) chimneys, and (b) masts, conduits, plant, machinery, equipment, aerials, telecommunication transmitters and receivers, satellite dishes, satellite master antenna systems, tuners, broadcast reception, information distribution or communications systems and other fixtures (collectively "the aforesaid items") in or on the General Common Areas and in or on the parts of the Land and the Estate owned by the First Owner Provided that (i) prior written approval by a resolution of Owners passed at an Owners' meeting convened under this Deed shall be obtained if the aforesaid right is exercised in relation to the General Common Areas or any part thereof; (ii) any fee or monetary benefit arising from granting or

permitting the rights as aforesaid or deriving from the aforesaid items which are affixed in or on the General Common Areas or any part thereof shall go into the Special fund; and (iii) the affixing, removal, alteration, maintenance and renewal of the aforesaid items shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units or the General Common Areas and General Common Facilities and shall not restrict or impede the access to or from their Units.

- (c) Full power to enter into and upon all parts of the Land and the Estate (excluding any Units which have been assigned by the First Owner) with contractors, surveyors, workmen and all other necessary authorized persons and all necessary equipment, plant and materials for the purposes of completing the Estate on the Land or any part thereof in accordance with the Approved Plans and may for such purpose carry out all such works in, under or over the Land as it may from time to time see fit Provided That where such rights is exercised over any General Common Areas or General Common Facilities it shall be subject to the consent of the Manager. The right of the First Owner to enter the Land to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the First Owner. The exercise of any of the rights under this clause is subject to the condition that the exercise of the rights reserved under this clause shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from any such Unit.
- (d) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation, the right to change the name of the Estate at any time up to 3 months after the issue of the certificate of compliance in respect of the whole of the Land upon giving not less than six (6) months' prior written notice to the Owners.
- (e) The right, for so long as the First Owner remains the registered owner of all the Undivided Shares allocated to the Car Park, to designate and declare by Sub-Deed of Mutual Covenant any area or part or parts of the Car Park the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be Carpark Common Areas and Carpark Common Facilities whereupon with effect from such designation and declaration such part of the Car Park shall form part of the Carpark Common Areas and the Carpark Common Facilities as provided in this Deed and Owners of the Parking Spaces shall be responsible for payment of

all government rent, rates, taxes and other fees or charges and shall contribute to the maintenance and upkeep of the same as if they were part of the Carpark Common Areas and the Carpark Common Facilities and the Undivided Shares of such Carpark Common Areas and Carpark Common Facilities together with such Carpark Common Areas and Carpark Common Facilities shall be assigned to the Manager or the Owners' Corporation (if formed) on trust for and on behalf of all Owners in accordance with the provisions of this Deed PROVIDED THAT (i) such designation and declaration of the Carpark Common Areas and the Carpark Common Facilities shall not deviate from the latest approved carpark layout plan deposited with the Director of Lands pursuant to Special Condition No. (29) of the Conditions at the time of such designation and declaration, (ii) such designation and declaration by Sub-Deed of Mutual Covenant shall have no effect on the Owners of any part or parts of the Estate other than the Car Park, (iii) no Owner (including the First Owner) shall have the right to convert or designate his Unit or any part thereof as the Carpark Common Areas and the Carpark Common Facilities unless approved by a resolution of Owners at an Owners' meeting convened under this Deed, and (iv) no Owner (including the First Owner) shall have the right to re-convert or re-designate such Carpark Common Areas and Carpark Common Facilities converted or designated from such part(s) of the Car Park as aforesaid to his own use or for his own benefit. The First Owner shall prepare a plan showing such Carpark Common Areas and Carpark Common Facilities to be kept in the management office of the Estate in the manner and for the purpose more particularly set out in Clause 10.1.2 hereof.

- (f) Subject to prior written approval by a resolution of Owners passed at an Owners' meeting convened under this Deed having been obtained, the right to apply, negotiate and agree with the Government to amend, vary, modify or waive the Conditions or any provisions thereof in such manner as the First Owner may deem fit including but not limited to variations, modifications or waiver of the permitted use of any part or parts of the Estate vested in him without interfering with the use, enjoyment and occupation by the Owners of those Units which have been or agreed to be assigned by the First Owner Provided That the access to or from those Units shall not be restricted or impeded.
- (g) At any time hereafter to enter into a Sub-Deed of Mutual Covenant in respect of the Car Park Provided Always that (i) such Sub-Deed of Mutual Covenant shall not be in conflict with the provisions of the Conditions, this Deed or any previous Sub-Deed of Mutual Covenant, and (ii) the approval (unless waived) by the

Director of Lands to such Sub-Deed of Mutual Covenant shall have been obtained.

- (h) The right to sub-divide any part of the Car Park of which the First Owner is the Owner and to allocate to the sub-divided Units the Undivided Shares and Management Shares originally allocated to such part of the Car Park under this Deed Provided That such sub-division shall not contravene the Conditions or any laws or regulations for the time being in force in Hong Kong and the prior approval of the Director of Lands shall have been obtained.
- (i) At all times hereafter but subject to and with the benefit of the Conditions and this Deed insofar as they relate thereto, the full right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares retained by the First Owner (other than the General Common Parts Undivided Shares) and subject to the prior written approval of the Director of Lands to allocate and from time to time to re-allocate the Undivided Shares so retained by the First Owner to any of the Units retained by him and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any of the Units retained by the First Owner within the Estate PROVIDED THAT such dealings shall not contravene the terms and conditions of the Conditions.
- (j) If and so long as the First Owner remains the registered owner of all the Undivided Shares allocated to the Car Park, the First Owner shall have the exclusive right at its own expenses to the management, maintenance and control of the Car Park, the right to make, revoke and amend the rules regulating the use, occupation, maintenance and control of the Car Park and the right to appoint at its own expenses a professional management company for the management, maintenance and control of the same on behalf of the First Owner, and the right to assign the aforesaid rights.

PROVIDED THAT in the exercise of any of aforesaid rights, liberty, privileges and entitlements (collectively, "the Reserved Rights"), without prejudice and in addition to the specific requirements set out in sub-clauses (a) to (j) of this Clause 2.8(2), the First Owner undertakes that (i) the Owners' use, enjoyment and occupation of the part or parts of the Estate which they own, the General Common Areas and General Common Facilities shall not be interfered with or adversely affected; (ii) the Owners' access to and from any part or parts of the Estate shall not be prejudiced, restricted or impeded;

(iii) the least disturbance shall be caused; (iv) prior written approval of the Owner concerned shall be obtained if entry to any part or parts of the Estate owned by such Owner is required; (v) the First Owner shall at his own costs and expenses make good any damage or loss caused to any part or parts of the Estate or to the property of any Owner arising from the exercise of any of the Reserved Rights and (vi) prior written approval by a resolution of Owners passed at an Owners' meeting convened under this Deed has been obtained if any of the Reserved Rights is exercised in relation to the General Common Areas or the General Common Facilities or any part thereof.

2.9 Insofar as may be necessary, the Owners hereby jointly and severally and irrevocably appoint the First Owner as their agent and grant unto the First Owner the full right, power and authority to do all acts, deeds, matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents and instruments as may be necessary for or incidental to the exercise of the First Owner's rights referred to in Clause 2.8 above, and the Owners hereby jointly and severally undertake to do all acts, deeds, matters and things and to execute and sign seal such deeds and to sign such document or instrument as may be necessary to give effect to the above-mentioned grant.

2.10 Every assignment of any Undivided Shares shall contain an express covenant by the Purchaser thereof in the following terms : "The Purchaser hereby covenants with the Vendor that the Purchaser acknowledges the rights conferred on Hong Kong Housing Society under Clause 2.8 of Section II of a Deed of Mutual Covenant and Management Agreement dated the 25<sup>th</sup> day of October 2024 and the Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights by Hong Kong Housing Society. The Purchaser hereby appoints Hong Kong Housing Society to be its agent and grants unto Hong Kong Housing Society the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on Hong Kong Housing Society as aforesaid with full power of delegation and further agrees to provide that every assignment of the Property by the Purchaser or his nominee or his sub-purchaser shall contain the like authority. This authority is deemed to have been granted jointly and severally by the Purchaser, if the Purchaser consists of more than one person."

2.11 Upon execution of this Deed, the Undivided Shares allocated to the Estate Common Areas, the Estate Common Facilities, the Residential Common Areas and the Residential Common Facilities together with the Estate Common Areas, the Estate Common Facilities, the Residential Common Areas and the Residential Common Facilities shall be

assigned to and vested in the Manager free of costs or consideration who shall hold such Undivided Shares together with the Estate Common Areas, the Estate Common Facilities, the Residential Common Areas and the Residential Common Facilities on trust for the benefit of all the Owners for the time being subject to this Deed and the Conditions and in particular, Special Conditions Nos.(20)(a)(vi) to (viii) of the Conditions. Upon execution of the relevant Sub-Deed of Mutual Covenant in respect of the Car Park, the Undivided Shares allocated to the Carpark Common Areas and the Carpark Common Facilities together with the Carpark Common Areas and the Carpark Common Facilities shall be assigned to and vested in the Manager free of costs or consideration who shall hold such Undivided Shares together with the Carpark Common Areas and the Carpark Common Facilities on trust for the benefit of all the Owners for the time being subject to this Deed and the Conditions and in particular, Special Conditions Nos.(20)(a)(vi) to (viii) of the Conditions and such Undivided Shares shall then form part of the General Common Parts Undivided Shares.

2.12 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 all the General Common Parts Undivided Shares then held by the outgoing Manager together with the whole or the part or parts of the General Common Areas and the General Common Facilities which they represent to the new Manager free of costs or consideration who must hold them on trust for the benefit of the Owners in the manner set out in Clause 2.11 hereof. If an Owners' Corporation is formed under the Building Management 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 the Owners in the manner set out in Clause 2.11 hereof PROVIDED ALWAYS THAT nothing contained in this Clause 2.12 shall in any way fetter or diminish the rights and powers of the Manager contained in this Deed.

2.13 No Owner including the First Owner shall have the right to convert the General Common Areas or the General Common Facilities or any part thereof to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. No Owner (including the First Owner but subject to and without prejudice to the rights of the First Owner as provided in Clause 2.8(2)(e) hereof) and no Manager will have the right to convert or designate his or its part(s) of the Estate or any part thereof as the General Common Areas or the General Common Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) and no Manager will have the right to re-convert or re-designate the General Common Areas to his or its own use or benefit. Any payment received for the approval must be credited to the Special fund.

### **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 UNIT HELD THEREWITH**

##### **A. Flats**

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

- (a) full right and liberty for each Owner of a Flat, his tenants, servants, agents and licensees (in common with all persons having the like right) to go pass and repass over and along and use the Estate Common Areas, the Estate Common Facilities, the Residential Common Areas and the Residential Common Facilities for all purposes connected with the proper use and enjoyment of his Flat;
- (b) the right to subjacent and lateral support from other parts of the Residential Accommodation in which the Flat is situated and the right to subjacent and lateral support from the foundations and all other parts of the Estate;
- (c) the free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and all other services from and to the Flat 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 Flat owned by the Owner; and
- (d) full right and liberty for each Owner of a Flat, his tenants, servants, agents and licensees (in common with all persons having the like right) free and uninterrupted passage to go pass and repass over and along and use the driveways or passageways of the Car Park, whether on foot, by wheelchair or by vehicle(s) for all purposes connected with the proper use and enjoyment of Visitors' Parking Spaces, the Accessible Parking Space, spaces for the loading and unloading of medium goods vehicles and/or heavy goods vehicles provided pursuant to Special Condition No.(24)(a) of the Conditions, the bicycle parking spaces provided

pursuant to Special Condition No.(23)(f) of the Conditions and any General Common Areas and General Common Facilities on the Lower Ground Floor.

B. Car Park

3.2.1 The Owner of the Car Park shall have the benefit of the following easements, rights and privileges subject to the provisions in this Deed including the provisions of rights of the Manager and the First Owner :-

- (a) full right and liberty for the Owner of the Car Park, his tenants, servants, agents and licensees (in common with all persons having the like right) to go pass and repass over and along and use the Estate Common Areas and the Estate Common Facilities for all purposes connected with the proper use and enjoyment of the Car Park;
- (b) the right to subjacent and lateral support from other parts of the Estate in which the Car Park is situated 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, electricity and all other services from and to the Car Park owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Estate for the proper use and enjoyment of the Car Park.

C. Provisions Applicable to All Owners

3.3.1 Each Owner of a Unit may, with the prior written approval of the Manager (if General Common Areas are involved), the Owner of the relevant Unit to be entered upon and in accordance with such terms or conditions as the Manager (if General Common Areas are involved) and the Owner of the relevant Unit to be entered upon (as the case may be) may impose, with or without servants, workmen and others at all reasonable times on reasonable written notice (except in the case of emergency) enter into and upon the other Units and the General Common Areas for the purposes of carrying out any work for the maintenance and repair of his Unit 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 shall be responsible for all costs and expenses incurred for any damage caused thereby and shall forthwith make good the same.

## **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 UNIT IS HELD**

#### **A.           Flats**

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 Flat 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 other authorized persons to enter into and upon the Flats or any part or parts thereof for the purposes of carrying out necessary repair to the Estate as well as abating any hazard or nuisance which are affecting or likely to affect any of the General Common Areas within the Residential Accommodation or 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 provided that the Manager shall ensure that the least disturbance is caused and shall be liable for and shall at his own expense make good any damage caused to the relevant Flat(s) and reinstate the same causing the least disturbance and 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 Flat(s).
- (b) Easements, rights and privileges over, along and through each Flat equivalent to those set forth in paragraphs (b) and (c) of Clause 3.1.1 hereof.

#### **B.           Car Park**

4.2.1           The following are the easements, rights and privileges subject to which each Undivided Share and the exclusive right to hold, use, occupy and enjoy the Car Park 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 other authorized persons to enter into and upon the Car

Park or any part or parts thereof for the purposes of carrying out necessary repair to the Estate as well as abating any hazard or nuisance which are affecting or likely to affect any of the General Common Areas within the Car Park or 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 for accessing to or between any General Common Areas and General Common Facilities on the Lower Ground Floor provided that the Manager shall ensure that the least disturbance is caused and shall be liable for and shall at his own expense make good any damage caused to the Car Park and reinstate the same causing the least disturbance and shall be liable for the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the Car Park.

- (b) Easements, rights and privileges over, along and through Car Park equivalent to those set forth in paragraphs (b) and (c) of Clause 3.2.1 hereof.
- (c) Easements, rights and privileges of the Owners of Flats over, along and through the driveways and passageways of the Car Park set forth in paragraph (d) of Clause 3.1.1 hereof.

C. Provisions Applicable to All Owners

4.3.1 Subject always to the provisions of this Deed and the Building Management Ordinance, the Manager shall have full right and authority to manage all of the General Common Areas and the General Common Facilities in accordance with the provisions of this Deed. Should there be any damage to any of the General Common Areas or the General Common Facilities caused by the negligent or willful 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**

#### **A. Provisions Applicable to all Owners**

5.1.1 Each Owner shall notify the Manager in writing of any change of ownership and assignment of Units 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 assignment of the relevant Unit.

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 Unit owned by him unless with the prior approval of the Director of Buildings and any other relevant Government authority and prior notification to and approval of the Manager. No Owner nor the Manager shall make any structural alterations which will interfere with or affect rights of other Owners. No provisions in this Deed shall prevent 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 General Common Areas or the General 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 or the Manager shall permit or suffer to be done any act or thing in contravention of the terms and conditions in the Conditions.

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 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 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.

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

5.1.10 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 adversely affect the management and maintenance of the Estate.

5.1.11 Each Owner shall at his own expense maintain in good repair and condition that part of the Estate owned by him (including but not limited to the Noise Mitigation Measures as forming part of the Unit 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.

5.1.12 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 to other Owners and occupiers for the time being of Units in the Estate, the neighbouring lot or lots or premises.

5.1.13 No Owner shall use or permit or suffer any part of the Estate owned by him to be used except in accordance with the Conditions and this Deed or other ordinances and regulations or other permit, consent or requirement from time to time applicable thereto.

5.1.14 No Owner shall bring on to or keep any cats, dogs, live poultry, pets, birds or other animals on any part of the Estate if the same has been the cause of reasonable complaint by at least three (3) Owners or occupiers of any part of the Estate.

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

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

5.1.17 Except as herein reserved or provided and subject to the rights of the First Owner and such other authorized persons as provided in Clause 2.8(2)(b), no flags, banners, poles, cages, shades, sculptures or other projections or structures whatsoever extending outside the exterior of 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 All Owners (including the First Owner) and the Manager 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 Conditions so long as they remain as Owners and Manager of the Estate respectively.

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 ordinances, regulations, rules or requirement of the Government , the Manager and/or the Owners' Corporation.

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 construction or the maintenance of the same;
- (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, flat roofs, floors or any structural part of the Estate or do anything whereby the structural strength of any such part may be affected.

5.1.22 No Owner shall use the Estate or any part thereof for any purpose which is in contravention of the terms and conditions contained in the Conditions or the Occupation Permit or any applicable Regulations or any ordinances, or store any hazardous, dangerous or unlawful goods or combustible or explosive substances or any "dangerous goods" or "prohibited goods" within the meaning of the Dangerous Goods Ordinance Cap.295 of the Laws of the Hong Kong Special Administrative Region.

5.1.23 Subject to Clause 5.1.28 hereof, 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.

5.1.24 No Owner shall use any part of the General Common Areas for the purposes of 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.

5.1.25 No part of the General 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 and no Owner shall do or suffer or permit to be done anything therein as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Estate.

5.1.26 No Owner (subject to the rights of the First Owner and such other authorised Owners or persons as provided in Clause 2.8(2)(b) hereof) shall erect any private aerial on the exterior of any part of the Estate but may connect to any communal aerial and radio system installed in the Estate with the permission of the Manager and in accordance with the Rules relating to the same.

5.1.27 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.

5.1.28 No Owner (subject to the rights of the First Owner and such other authorised Owners or persons as provided in Clause 2.8(2)(b) hereof) 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 window-type or split-type air-conditioning units in the space (if any) specifically provided for such purpose) or affix any frames, iron cage, flower rack or any other structures whether made of wood, metal, cement or any other materials to, upon or along the exterior walls of or outside his Unit or in the General Common Areas or any part thereof.

5.1.29 No Owner shall enclose or permit or suffer to be enclosed any window of his Unit and, subject to the rights of the First Owner as provided in Clause 2.8(2)(b) hereof, no Owner shall do or suffer to be done anything that may change, alter or damage the exterior of any part of the Estate including erecting any structure thereto.

5.1.30 Subject to the rights of the First Owner as provided in Clause 2.8(2)(b) hereof, 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 Unit or



any part thereof; or

- (ii) erect or display any flags and flagpoles racks for flower pots canopies of any kind along the exterior of any part of the Estate.

5.1.31 Each Owner shall keep the interior of his Unit, in case of Residential Unit, the Non-enclosed Areas also, and all electrical and sanitary appliances and other services therein in good repair and condition and to 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 (including the electrical, sanitary, water supply and gas supply systems) of any other Unit.

5.1.32 No Owner or occupier shall use or permit to be used any Unit 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 Conditions.

5.1.33 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.

5.1.34 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 such parts thereof specifically designated for the purpose and only in the manner as specified or approved by the Manager.

5.1.35 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 Manager and in compliance with all relevant ordinances, regulations, rules and requirement of the Government, the Manager and/or the Owners' Corporation.

5.1.36 The Recreational Areas and Facilities shall only be used and enjoyed for

recreational purposes by the residents of the Residential Accommodation and their bona fide visitors and subject to the Residential Rules and the Recreational Rules.

5.1.37 The Owners shall at their own expense maintain and carry out all works in respect of the Slope Structures (if any) within or outside the Land or the Estate as required by the Conditions 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 Slope Maintenance Manual.

5.1.38 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 in such a manner that the external appearance of the Development is affected.

5.1.39 No Owner shall install at any entrance to a Flat any metal grille, shutter or gate.

5.1.40 Save as reserved unto the First Owner by this Deed as provided under Clause 2.8(2)(b), no Owner shall use such parts of the Flat Roof or the Upper Roof or the Top Roof except for the purposes of escape only in the event of fire or emergency. No Owner shall obstruct the access to the Flat Roof, the Upper Roof and the Top Roof which shall at all times remain unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the Fire Service Regulations or other relevant Government regulations at the expenses of the Owner in default.

5.1.41 **Control, operation, financial support and maintenance for the Noise Mitigation Measures:**

- (i) Each Owner shall at his own expense carry out and implement the Noise Mitigation Measures (in so far as his Unit is concerned and as forming part of the Unit owned by him) and be responsible and liable for the control, operation, financial support and maintenance for the Noise Mitigation Measures (in so far as his Unit is concerned and as forming part of the Unit owned by him).
- (ii) No Owner shall alter, interfere with or remove, or permit or be suffered to be altered, interfered with or removed the relevant part or parts of the Noise Mitigation Measures which form part of his Flat except in accordance with the Approved Plans.

5.1.42 Fire Safety Management Plan

- (a) Each Owner and the Manager shall observe and comply with the Fire Safety Management Plan, a copy of which may be obtained in accordance with Clause 5.1.42(d).
- (b) Each Owner shall:
- i. not remove or obstruct any smoke detector provided inside any Open Kitchen Flat or at the common lobby outside different Flats;
  - ii. not remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen in any Open Kitchen Flat;
  - iii. not remove the full height wall with 600 mm wide having an FRR (fire resistance rating) of not less than -/30/30 adjacent to the exit door of any Open Kitchen Flat; and
  - iv. allow the fire services installations mentioned in (i) and (ii) above to be subject to annual or other maintenance, testing and commissioning conducted by the registered contractor (as defined under section 2 of the Fire Service (Installation Contractors) Regulations (Cap. 95A) appointed by the Manager, and shall upon reasonable notice (except in an emergency) allow access to his Flat to the Manager and the aforesaid contractor for the purpose of carrying out the aforesaid maintenance, testing and commissioning, such maintenance, testing and commissioning shall be at the cost of the Owner concerned.
- (c) The Manager shall:
- i. assist the Owners of the Open Kitchen Flats to carry out the maintenance, testing and commissioning referred to in Clause 5.1.42 (b)(iv) and submit the Certificate of Fire Services Installations and Equipment (FS251) to the Fire Services Department at the cost of the Owner concerned; and
  - ii. conduct and carry out staff training and fire drills (including annual regular fire drills) in accordance with the Fire Safety Management Plan.
- (d) The Manager shall deposit updating records of maintenance or repair works by the registered contractor (as defined under section 2 of the Fire Service Installation Contractors) Regulations (Cap. 95A) for Open Kitchen Flats (if any) together with the Fire Safety Management Plan in the management office of the Development and/or such other place as required by the Fire Safety Management Plan. All Owners may inspect the same at the management office of the Development or the aforesaid other place during normal office hours free of

charge. A photocopy of the copy of the Fire Safety Management Plan deposited shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.

- (e) For the purpose of this Clause 5.1.42, "Open Kitchen Flat" means a Flat which contains an open kitchen (each Flat containing an open kitchen will have that open kitchen marked "OPEN KITCHEN" on the plans hereto annexed).

B. Provisions Applicable to Owners of Flats and the Non-enclosed Areas Only

5.2.1 All Flats shall be used for private residential purposes 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.

5.2.2 Each Owner of a Flat shall observe and perform the Residential Rules (if any) and the Estate Rules (if any).

5.2.3 No Owner or occupier shall store or permit to be stored in any Flat any hazardous, dangerous, explosive or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking, heating, domestic repair, pest control or other normal household uses.

5.2.4 The Owner of the Non-enclosed Areas shall at his own expense maintain and 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.

5.2.5 The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed above safe parapet height other than as under the Approved 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 the Approved Plans.

5.2.6 The Non-enclosed Areas shall only be used as balconies or covered areas under such balconies in relation to or in connection with the exclusive use and enjoyment of the Flats for which they are provided.

5.2.7 In the event of the covenants contained in Clauses 5.2.4 to 5.2.6 hereof 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 Approved 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 necessary to secure compliance with the aforesaid covenants including but not limited to the right to enter upon the Flats concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Flats which are in breach of 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 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 costs and expense make good or repair any damage caused and 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 Flat(s) and reinstate the same causing the least disturbance as is reasonably practicable.

5.2.8 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 window-type or split-type air-conditioning units in the space specifically provided for such purpose) or affix any frames, iron cage, flower rack or any other structures whether made of wood, metal, cement or any other materials to, upon or along the exterior walls of or outside his Unit or in the General Common Areas or any part thereof.

## **SECTION VI**

### **MANAGEMENT OF THE ESTATE**

#### **A. Appointment of Manager**

- 6.1.1 (a) Subject to the provisions of the Building Management Ordinance, Hong Kong Housing Society 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 not exceeding two (2) years commencing from the date of this Deed and such appointment shall continue thereafter until and unless terminated or the Manager resigns.
- (b) Prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of owners voting either personally or by proxy in an Owners' meeting and supported by owners of not less than 50% of the Undivided Shares in aggregate (excluding the General Common Parts Undivided Shares) and by giving the Manager 3 months' notice in writing. Such notice and the copy of such resolution may be given by delivering them personally to the Manager or by sending them by post to the Manager at his last known address.
- (c) No resignation of the Manager shall take effect unless he has previously given not less than 3 months' notice in writing of his intention to resign-
- (i) by sending such a notice to the Owners' Committee; or
- (ii) 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 Land and the Estate.
- (d) The notice referred to in Clause 6.1.1(c)(ii) may be given-
- (i) by delivering it personally to the Owner; or
- (ii) by sending it by post to the Owner at his last known address; or

- (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

6.1.2 (a) Subject to Clause 6.1.2(d), at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution:

- (i) passed by a majority of the votes of the Owners voting either personally or by proxy; and
- (ii) supported by the Owners of not less than 50% of the Undivided Shares in aggregate,

terminate by notice Hong Kong Housing Society's appointment as the DMC Manager without compensation.

(b) A resolution under Clause 6.1.2(a) shall have effect only if:

- (i) the notice of termination of appointment is in writing;
- (ii) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to the DMC Manager of a sum equal to the amount of Manager's Remuneration which would have accrued to the DMC Manager during that period;
- (iii) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
- (iv) the notice and the copy of the resolution is given to the DMC Manager within 14 days after the date of the meeting.

(c) The notice and the copy of the resolution referred to in Clause 6.1.2(b)(iv) may be given:

- (i) by delivering them personally to the DMC Manager; or
- (ii) by sending them by post to the DMC Manager at its last known address.

(d) For the purposes of Clause 6.1.2(a):

- (i) 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;

- (ii) the reference in Clause 6.1.2(a)(ii) 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.
  - (e) 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 6.1.2(a), (b), (c) and (d) apply to the termination of the Manager’s appointment as they apply to the termination of the DMC Manager’s appointment.
  - (f) Clause 6.1.2(e) operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.
  - (g) If a notice to terminate a Manager’s appointment is given under this Clause 6.1.2:
    - (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 6.1.2(g)(i) 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.
  - (h) 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 Land and the Estate, and the Owners’ Corporation has appointed a Manager under Clause 6.1.2(g)(ii), 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 6.1.2(g)(ii) that may otherwise render that person liable for a breach of that undertaking or agreement.
  - (i) This Clause 6.1.2 is subject to any notice relating to the Land and the Estate that may be published by the Secretary for Home and Youth Affairs under Section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that Section.
- 6.1.3 (a) Subject to Clause 6.1.3(b), if the Manager’s appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners’ Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Land and the Estate that is under



its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

(b) If the Manager's appointment ends for any reason, it shall within two months of the date its appointment ends:

(i) prepare:

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

(2) a balance sheet as at the date its appointment ended,

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

(ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 6.1.3(b)(i) and have not been delivered under Clause 6.1.3(a); and

(iii) 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 2.11 hereof.

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 Building Management Ordinance and subject also to Clauses 6.1.1 and 6.1.2 hereof, 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 General Common Areas and the General 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 Building Management Ordinance, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or expedient for the proper management of the Estate

in accordance with the provisions of 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 budget except with the prior approval by a 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
  - (i) uphold, maintain and/or repair all General Common Areas and General Common Facilities, all erections and/or constructions situate within, in or upon the Land and the Estate pursuant to the Noise Mitigation Measures (save and except those erections or constructions as situate within or forming part of any Unit) so that the same are upheld, maintained and/or repaired in a good, clean and safe condition at all times and in compliance with the Conditions;
  - (ii) implement the recommendations in the Sewerage Impact Assessment in compliance with Special Condition No. (39)(b) of the Conditions;
  - (iii) uphold, maintain and/or repair the non-structural prefabricated external wall and the Wider Common Corridor and Lift Lobbies and be responsible and liable for the control, operation, financial support and maintenance for the non-structural prefabricated external wall and the Wider Common Corridor and Lift Lobbies,and for this purpose to employ reputable and competent contractors and workmen.
- (2) To ensure that all Owners or occupiers of the Flats, the Car Park and the Parking Spaces maintain the Units 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 (if the default adversely affects the General Common Areas and the General Common Facilities) 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 and PROVIDED FURTHER THAT the Manager shall be liable for and shall at his own costs and expense make good or repair any damage caused and 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

Flat(s).

- (3) To paint, wash, tile or otherwise treat as may be appropriate all General Common Areas and General Common Facilities at such intervals as the same may reasonably require to be done.
- (4) To replace any glass in the General Common Areas and the General Common Facilities that may be broken.
- (5) To keep the General Common Areas and the General Common Facilities well lit.
- (6) To keep in good order and repair the ventilation of the General Common Areas and the General Common Facilities.
- (7) To keep the General Common Areas and the General Common Facilities in a clean sanitary and tidy condition.
- (8) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited on the General Common Areas or any part thereof and to remove all refuse from such parts of the General Common Areas and arrange for its disposal at such regular intervals and to maintain either on or off the General Common Areas refuse collection facilities.
- (9) To prevent the obstruction of the General Common Areas and the General Common Facilities 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 at any part of the General Common Areas and the General Common Facilities 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 General Common Facilities in good condition and working order.
- (13) To keep all plant, machinery and equipment forming part of the General Common Areas or the General Common Facilities 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, lifts, lift shafts and maintenance unit in good condition and working order and, in the case of lifts, in accordance with any laws and regulations applicable thereto.

- (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 (including any Flat Roof, Upper Roof and the Top Roof) which have been erected in contravention of the terms of the Conditions or this Deed or Regulations of the Buildings Ordinance or regulations of Fire Services Department or without the written permission of the Manager (if such permission is required under this Deed 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 Provided That 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 other authorized persons to enter into and upon any Unit for the purposes of carrying out necessary repair to the Estate as well as abating any hazard or nuisance which are affecting or likely to affect any of the General Common Areas and the General Common Facilities therein or other Owners, and the Manager shall at his own expense make good any damage caused to the relevant Unit and 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 Unit.
- (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) Subject to Clauses 6.2.5(b) and 10.1.10 hereof, to maintain and operate or contract for the installation, maintenance and operation of the wireless or television aerials, antennae, transmitters, receivers, tuners, and satellite dishes and such other devices as the Manager shall in its reasonable opinion see fit for serving the Estate or any part thereof, including but not limited to the provision of internet, telecommunication service or otherwise.
- (19) To manage, regulate, control and maintain within the Estate (other than the Car Park before the execution of a Sub-Deed of Mutual Covenant in respect of the Car Park) the parking of cars, motor-cycles and other vehicles, the loading and unloading of goods, the flow of vehicular traffic, the use of roads, ramps and passage and parking spaces.
- (20) To provide such Chinese New Year, Christmas and other festival decorations for the Estate as the Manager shall in its reasonable discretion consider desirable.
- (21) To do all things the Manager shall in consultation with the Owners' Committee reasonably consider 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 a resolution of the Owners passed in an Owners' meeting convened pursuant to 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 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 from occupying or using any part of the Estate otherwise than in accordance with the Conditions or the provisions of this Deed.
- (24) To take all steps necessary or expedient for complying with the Conditions 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 actually 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 Conditions or this Deed.
- (26) To prevent any person from detrimentally altering or injuring any of the General Common Areas or the General Common Facilities.
- (27) To demand, collect and receive all amounts payable by the Owners under the provisions of this Deed.
- (28) To pay and discharge out of all moneys so collected under this Deed 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 General Common Areas and the General 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 in its reasonable discretion deem fit and in respect of public and occupiers' liability insurance and liability as employer of employees of the Manager 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 in its reasonable discretion deem fit and to update such insurance policies and to pay all premia required to keep such insurance policies in force.

- (30) To procure (if the Manager shall in its reasonable opinion consider necessary) block insurance for the Estate as a whole including those areas which are not the General Common Areas or the General Common Facilities against loss and damage by such risks and in such amount as the Manager in its reasonable 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 and balance sheet in accordance with the provisions of this Deed.
- (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 through under or with the consent of any such Owner of the terms and conditions of this Deed, any relevant Sub-Deed of Mutual Covenant and the Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof 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 hereof, to make, revoke or amend the Rules in respect of the Estate, the Residential Accommodation, the Car Park and the Recreational Areas and Facilities as hereinafter provided which shall not be inconsistent with the Building Management Ordinance, the Conditions, this Deed or any relevant Sub-Deed of Mutual Covenant.
- (36) To post (if the Manager shall in its reasonable opinion consider necessary) the Unit 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 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 provide and maintain in respect of the Estate promotions for public relations, community services and general publicity as the Manager shall in its reasonable opinion consider necessary.
- (40) To act as agent for and on behalf of all Owners in respect of all matters concerning the General Common Areas or the General Common Facilities duly authorised in accordance with the provisions of this Deed and the Manager is hereby authorised to act as such agent.
- (41) Full authority to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slope Structures (if any) in compliance with the Conditions 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 Slope Maintenance Manual and all other guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures, and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out the necessary maintenance, repair and other works in respect of the Slope Structures (if any) provided that the Manager shall not be made personally liable for carrying out any such requirements of the Conditions 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.
- (42) Subject to Clause 6.4.3(c) hereof, where any consent is required from the Manager under any provisions of this Deed, to process and consider such applications without delay provided that the Manager shall not unreasonably withhold such consent.



- (43) To remove any vehicle parked on the General 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 Provided That 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 vehicles.
- (44) Subject to the Conditions, 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 Conditions.
- (45) 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 for the purpose of carrying out the duties of the Manager for the proper management of the Estate in accordance with the provisions under this Deed Provided That the provisions in Clause 6.2.5(a) hereof relating to procurement of supplies goods and services shall be complied with.
- (46) To take such action as the Manager shall in its reasonable opinion consider necessary for the purpose of removing any cats, dogs, live poultry, pets, birds or other animals from any part of the Estate in contravention of Clause 5.1.14 hereof.
- (47) To delegate or subcontract (if the Manager shall in its reasonable opinion consider necessary or expedient) the management, maintenance, operation and control of the services and facilities of the Recreational Areas and Facilities, or any part of the Estate, the General Common Areas or the General Common Facilities to such agents or contractors on such terms and conditions as the Manager shall in its reasonable discretion think fit Provided that the Manager shall not transfer or assign its duties or obligations under this Deed to such agents or contractors, and such agents or contractors must remain responsible to the Manager and the Manager shall at all times be responsible for the management and control of the whole of the Estate and, notwithstanding anything contained in this Deed to the contrary, no provision of this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.
- (48) To grant :

- (a) such easements, quasi-easements, rights, privileges, licences and informal arrangements in respect of the General Common Areas and the General Common Facilities as necessary to ensure the efficient management or for the benefit of the Estate;
- (b) 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 in its reasonable discretion think fit in respect of the General Common Areas and the General 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;
- (c) subject always to the Conditions, 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 General Common Areas and the General Common Facilities which the Manager shall in its reasonable discretion deem appropriate Provided That the grant of such easements and rights of any other kind shall be for the benefit and enjoyment of the Land and the Estate only;
- (d) franchises, leases, tenancy agreements and licences to other persons to use such of the General Common Areas and the General 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 Conditions and this Deed

PROVIDED THAT in the exercise of any of aforesaid rights or powers (collectively, "the Reserved Powers"), (i) the Owners' use, enjoyment and occupation of the part or parts of the Estate which they own shall not be interfered with or adversely affected; (ii) the Owners' access to and from any part or parts of the Estate shall not be prejudiced, restricted or impeded; (iii) the least disturbance shall be caused; (iv) prior written approval by a resolution of Owners passed at an Owners' meeting convened under this Deed has been obtained, and (v) any charges, rent or fees payable and arising from the exercise of any of the Reserved Powers shall be credited to the Special fund for the benefit of the Owners.

- (49) 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 General 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.
- (50) To organise any activities as the Manager may reasonably 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.
- (51) To organise such social activities whether within or outside the Estate as the Manager may reasonably consider appropriate to promote the neighbourhood relationship of the Owners and the occupiers and to charge a reasonable fee based on the user pay principle.
- (52) To do all such other things as are reasonably incidental to the proper management of the Land and the Estate in accordance with the Conditions, this Deed or for the common benefit of the Owners.
- (53) To repair, maintain and reinstate the Transformer Room Facilities during the term of the Conditions.
- (54) To upkeep, maintain, repair and manage the charging facilities for electric vehicles (including, but not limited to, fixed electrical installations and installation of final circuits) or the electric vehicle charger(s) (including the installation of final circuits) (as the case may be) for the Accessible Parking Space and Visitors' Parking Spaces in good repair and operational condition.

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

- (i) regulating the use, occupation, maintenance and environmental control of the Estate;
- (ii) requiring payment of fees for the use of the areas or facilities of the Recreational Areas and Facilities, such fees to be utilized towards maintenance and repair of the Residential Common Areas and the Residential Common Facilities;
- (iii) protecting the environment of the Estate and for implementing noise abatement, waste separation, reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection; and
- (iv) 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 provisions of the Building Management Ordinance, the Conditions or this Deed and such 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 Rules from time to time in force shall be posted on the public notice boards (if any) in the Estate, the Residential Accommodation, the Car Park, the Recreational Areas and Facilities or the relevant part of the General Common Areas (as the case may be) and a copy thereof shall be supplied to each Owner on request free of charge. For the avoidance of doubt, the Manager may make the Rules before the formation of an Owners' Committee.

6.2.3 Subject to the provisions of the Building Management 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 or the Rules not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager or his employees, agents or contractors.

The Manager shall make good at his own expense any loss or damage caused by the negligent, willful or criminal acts of the Manager or his staff, agents, 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 such act or omission.

6.2.5 (a) Subject to sub-clauses (b) and (c), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home and Youth Affairs may specify by notice in the Gazette unless (i) the supplies, goods or services are procured by invitation to tender; and (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance.

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

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

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

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

- (i) where there is an Owners' Corporation, if :
  - (I) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
  - (II) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
- (ii) where there is no Owners' Corporation, if :
  - (I) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
  - (II) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

6.2.6 (a) 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 specifically 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.

(b) 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.

(c) Without prejudice to the generality of sub-clause (b), 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.

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

(e) Subject to sub-clauses (f) and (g), 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 (b) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (c).

(f) Subject to sub-clause (g), the Manager may, out of money received by it 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).

(g) The retention of a reasonable amount of money under sub-clause (f) 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).

(h) 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.

(i) Any reference in this Clause 6.2.6 to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance, the title of which refers to the management of the Land and the Estate.

6.2.7 (a) (i) The Manager shall establish and maintain a Special fund to provide for expenditure of a kind not expected by him to be incurred annually.

(ii) The Manager shall open and maintain a Bank Account, the title of which shall refer to the Special fund, and shall use that account exclusively for the purpose referred to in sub-clause (a)(i).

(b) Without prejudice to the generality of sub-clause (a)(ii), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding

money received by it from or on behalf of the Owners' Corporation in respect of the Special fund.

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

(d) 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 (a)(ii) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b).

(e) Each Owner covenants with the other Owners to make further periodic contributions to the Special fund.

(f) (i) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special fund by the Owners in any financial year, and the time when those contributions shall be payable.

(ii) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). 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 remarks to the Special fund shall be made in the annual accounts of the Special fund 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 may recommend and request the Owners to approve such further contribution or the Owners may without any recommendation of the Manager determine the amount of such further contribution and the time when such further contribution will be payable in the meeting of the Owners convened under this Deed. Each Owner shall make such further contribution to the Special fund in such amount and at such time as stipulated in the Owners' resolution at an Owners' meeting convened under this Deed.

6.2.9 The Special fund shall be held by the Manager as trustee for all the Owners, to provide for expenditure of a capital nature or of a kind not expected to be incurred annually which includes, but is not limited to, expense for renovation, improvement and repair of the General Common Areas and General Common Facilities, the purchase, setting up, replacement,



improvement and addition of installations, systems, equipment, tools, plant and machineries for the General Common Areas and the costs of the relevant investigation works and professional services. The Special fund shall belong to the Owners but shall be held and applied for as aforesaid by the Manager irrespective of changes in the ownership of any Unit. Upon the Land being reverted to the Government or upon the rights and obligations hereunder being extinguished as provided in Section VII hereof, any balance of the Special fund shall be divided between the persons who are Owners immediately prior to such reversion or such extinguishment of rights and obligations, as the case may be, in the same share and proportion as their respective Undivided Shares bear to the total of the Undivided Shares of the Land (less the General Common Parts Undivided Shares).

**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 10% 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 10% 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 (a) the Manager's Remuneration, and (b) any capital expenditure or expenditure drawn out of the Special fund. Provided That by a resolution of Owners passed 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 10% or at such lower rate as considered appropriate by the Owners. Capital expenditure shall mean expenditure of a capital nature or of a kind not incurred annually.

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 Land and the Estate the cost for which shall be a direct charge upon the General Fund.

6.3.4 Each Owner of a Unit shall pay his due proportion of the Manager's Remuneration to the Manager in advance on the first day of each month. The percentage of total Management Expenses (excluding the Manager's Remuneration, the Special fund and any capital

expenditure referred to in Clause 6.3.2 above) against which the Manager's Remuneration as stated in Clause 6.3.1 above is calculated may be reviewed by a resolution of Owners at meetings of the Owners convened under this Deed. 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 10% of the total annual budgeted Management Expenses (excluding the Manager's Remuneration, the Special fund and any capital expenditure referred to in Clause 6.3.2 above) 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 other than the Units.
- (c) The cost of employing staff to administer the management of the Estate including (but not limited to) salaries, year end double pay, provident fund, long service payment and other statutory payments under the Employment Ordinance Cap.57 of the Laws of the Hong Kong Special Administrative Region or other applicable ordinances, premium for employees' compensation and medical insurance of the security force, watchmen, gardeners, caretakers and other staff 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 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 services charges except where the same is separately metered to individual Units.
- (f) The cost of all fuel and oil incurred in connection with the operation of the General Common Areas and the General Common Facilities.
- (g) The cost of maintaining and operating emergency generators and the cost of providing emergency lighting of the Estate.
- (h) The cost of effecting insurance mentioned in Clauses 6.2.1 (29) and (30) hereof.
- (i) All charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the General Common Areas.
- (j) The cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Estate.
- (k) The cost and expense of maintaining the building structures or such part or parts thereof that are required to be maintained under the Conditions.
- (l) The cost and expense of upholding, managing, maintaining and repairing (as the case may be) the Slope Structures (if any), which are required to be upheld, managed, maintained and repaired (as the case may be) under the Conditions or this Deed, and all other expenses incurred in relation to the Slope Structures (if any).
- (m) Charges for telephones installed at management offices and various caretakers' counters (if any) of the Estate.
- (n) 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.

- (o) The cost of landscaping and maintaining, repairing, cleansing and operating the Recreational Areas and Facilities.
- (p) The cost of landscaping and maintaining the General Common Areas and the General Common Facilities.
- (q) Government rent and rates (if any) of the management offices of the Estate and the General Common Areas.
- (r) Air-conditioning charges of the management offices of the Estate.
- (s) Water consumption and electricity charges of the management offices of the Estate.
- (t) Furniture, fixtures, fittings and other appliances in the management offices of the Estate.
- (u) Any other items of expenditure which in the reasonable opinion of the Manager are considered to be necessary for the management of the Land and the Estate.

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 Residential Common Areas or the Residential Common Facilities providing services to the Owners of the Flats, the expenditure shall form part of the Management Expenses of the Residential Accommodation and shall be borne by the Owners of the Flats according to the proportions borne by the number of the Management Shares of their respective Flats to the total number of Management Shares allocated to all the Flats.
- (b) After the execution of the Sub-Deed of Mutual Covenant in respect of the Car Park, any expenditure relates to the Carpark Common Areas or the Carpark Common Facilities shall be borne by the Owners of the Parking Spaces and the Owners of the Flats in the following proportions:-
  - (i) The Owners of the Parking Spaces shall contribute to a fraction of such expenditure according to the proportions borne by the number of the Management Shares of their respective Parking Spaces to the total number of Management

Shares allocated to all the Parking Spaces, in which the said fraction shall be:

$$\frac{A}{B}$$

where:

“A” is the total gross floor area of all Parking Spaces; and

“B” is the total gross floor area of all Parking Spaces and all Visitors’ Parking Spaces (including the Accessible Parking Space, which is designated and reserved out of the Visitors’ Parking Spaces).

- (ii) The Owners of the Flats shall contribute to a fraction of such expenditure according to the proportions borne by the number of the Management Shares of their respective Flats to the total number of Management Shares allocated to all the Flats, in which the said fraction shall be:

$$\frac{C}{D}$$

where:

“C” is the total gross floor area of all Visitors’ Parking Spaces (including the Accessible Parking Space, which is designated and reserved out of the Visitors’ Parking Spaces); and

“D” is the total gross floor area of all Parking Spaces and all Visitors’ Parking Spaces (including the Accessible Parking Space, which is designated and reserved out of the Visitors’ Parking Spaces).

- (c) Where any expenditure relates to (i) the Estate Common Areas or the Estate Common Facilities, or (ii) does not fall under any of the sub-clauses (a) and (b) of this Clause 6.4.2, 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.
- (d) Notwithstanding anything contained in sub-clauses (a) to (c) hereof, (i) where any expenditure relates solely to or is solely for the benefit of any Unit and no Owner other than the Owner entitled to the exclusive right and privilege to hold, use and occupy

that Unit will receive any material benefit therefrom, then the full amount of such expenditure shall be borne by the Owner of such Unit 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.

- (e) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation, if the Manager is of the reasonable opinion that the adopted annual budget 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 Section VI Sub-section F of this Deed) in its reasonable opinion 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.

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) and Clause 6.3.1 (being the Manager's Remuneration) of this Sub-section D whether or not his Unit is occupied. No Owner shall be called upon to pay more than his appropriate share of the Management Expenses having regard to the number of Management Shares allocated to his Unit. The First Owner shall pay all Management Expenses for the Units and Undivided Shares unsold Provided that no Management Expenses shall be payable in respect of those Undivided Shares allocated to such separate building of the Estate the construction of which has not been completed except to the extent that such uncompleted building benefits from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining the Slope Structures (if any) or as to security etc. providing the management of the completed parts) of the Estate. The Manager or the Owners' Corporation shall not be liable to pay the Management Expenses in respect of the General Common Parts Undivided Shares held by them pursuant to this Deed.

- (a) The Owner of each Unit shall pay to the Manager monthly in advance the Management Fee calculated by reference to Clauses 6.4.1 and 6.4.2 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 reasonably 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 reasonably determined by the Manager 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 budget which has followed the same procedures as apply to the draft budget and budget by virtue of Clause 6.6.2 and Clause 6.6.3 hereof but subject to Clause 6.6.7 hereof.

- (b) If there should be any surplus after payment of all the costs, charges and 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 reasonably decide after consultation with the Owners' Committee or the Owners' Corporation (if formed).
- (c) The Manager shall be entitled to charge the Owner concerned a reasonable administrative fee for issuing any consent required from the Manager pursuant to this Deed PROVIDED THAT such consideration shall be held by the Manager for the benefit of all Owners and be paid into the Special fund.

6.4.4 The Manager shall from time to time notify each Owner in writing in the manner provided under Clause 10.1.4 and Clause 10.1.7 of this Deed of the amount of the Management Fee estimated as provided in this Deed 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 sub-clause (b) hereof, the first person who becomes the Owner of each Unit (i.e. assignee from the First Owner) shall before taking possession of his Unit :-

- (i) pay to the Manager a deposit of not more than 3 months' Management Expenses of the first year's budgeted Management Expenses ("the Management Deposit") such sum not exceeding three months' Management Fee in respect of his Unit calculated on the basis of the first year's budgeted Management Expenses as security against his liabilities under this Deed and the Management Deposit shall be placed in a specifically 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 Unit, the Management Deposit in respect of such Unit shall be transferred to the account of the new Owner and the previous Owner shall have no claim for any refund;
- (ii) pay to the Manager such sum not exceeding one month's Management Fee in respect of his Unit calculated on the basis of the first year's budgeted Management Expenses as payment in advance of the Management Fee;
- (iii) pay to the Manager two months' Management Fee in respect of his Unit calculated on the basis of the first year's budgeted Management Expenses as his initial contribution to the Special fund; and
- (iv) for each Owner of a Flat, pay to the Manager such sum not exceeding one month's Management Fee in respect of his Flat calculated on the basis of the first year's budgeted Management Expenses as debris removal fee.

Provided that :-

- (1) the funds and fees referred to in sub-sub-clauses (iii) and (iv) above shall be non-refundable to any Owner and non-transferable to any new Owner in the case of change of ownership of any Unit;
- (2) any debris removal fee not used for debris collection or removal shall be paid into



the Special fund and shall be applied for the sole benefit of the Flat Owners; and

(3) the debris removal fees shall be applied towards payment of charges for debris collection or removal incurred in respect of Flats.

(b) The First Owner shall pay the Management Deposits, the initial contribution to the Special fund and the debris removal fee in the respective amounts as set out in Clauses 6.5.1 (a)(i), (iii) and (iv) hereof if it remains the Owner of those Undivided Shares allocated to Units 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), whichever is the later. In the event the First Owner shall assign such Units to new Owners, the Management Deposits paid hereunder shall be transferred to the account of the new Owners of such Units in the manner as provided in Clause 6.5.1(a)(i) hereof. All outgoings including Management Expenses and any Government rent in respect of all Units held by the First Owner up to and inclusive of the date of the relevant assignment(s) of the relevant Unit(s) by the First Owner shall be paid by the First Owner and an Owner must not be required to make any payment or reimburse the First Owner for such outgoings paid by the First Owner up to and inclusive of the date of the relevant assignment of the relevant Unit.

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 Unit at a level equal to 3 months' Management Fee for the time being payable in respect of the Unit held by such Owner Provided That the amount of the Management Deposit of a Unit shall be no more than 25% of any subsequent current year's budgeted Management Expenses for such Unit.

6.5.3 If any of the Owners shall fail to pay the Management Fee 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 or any relevant Sub-Deed of Mutual Covenant to the contrary, no provision of this Deed or any Sub-Deed of Mutual Covenant 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 to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed;

- (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 not exceeding 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 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 Unit 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 Unit held therewith.

F. Annual Budget

- 6.6.1 (a) The Manager shall prepare the annual budget for the ensuing year. The annual budget shall be in two parts :-

- (i) The first part shall cover all expenditure which is to be expended for the benefit of all Owners or required for the proper management of the Estate, the Estate Common Areas and the Estate Common Facilities therein.
- (ii) The second part shall cover expenditure which is specifically referable to the Residential Common Areas and the Residential Common Facilities providing service to Owners of Flats and shall contain the following sub-sections:-
  - (A) the first sub-section shall cover such expenditure as aforesaid which is specifically referable to the Recreational Areas and Facilities; and
  - (B) the second sub-section shall cover expenditure as aforesaid which is specifically referable to the Residential Common Areas and the Residential Common Facilities (excluding the Recreational Areas and Facilities); and

Provided that if a Sub-Deed of Mutual Covenant is entered into in respect of the Car Park, a new section of the annual budget shall be established by the Manager, such section to cover all expenditure which is specifically referable to the Carpark Common Areas and the Carpark Common Facilities.

- (b) 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 year in question 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 one year, the first financial year shall run from the date of this Deed until the 31st day of December in the next following year.
- (c) The financial year may not be changed more than once in every five (5) years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

6.6.2 In respect of each financial year, the Manager shall:-

- (a) prepare a draft budget setting out the proposed expenditure during the financial year;

- (b) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Land and 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 expenditure 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 Land and the Estate and cause it to remain so displayed for at least 7 consecutive days.
- 6.6.3 (a) 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 hereof.
- (b) Where a revised budget is duly sent or displayed in accordance with Clause 6.6.3(a) hereof, the total amount of the management expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that 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 expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.

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 General Fund.

6.6.6 Subject to Clauses 6.6.3(b), 6.6.4, 6.6.7 and 6.6.8 hereof, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Land and the Estate shall be the total proposed expenditure during that year as specified by the Manager in accordance with Clause 6.6.2 hereof.

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 Clause 6.6.2 or 6.6.3(a) 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 the financial year shall, until another budget or revised budget is sent or displayed in accordance with Clause 6.6.2 or 6.6.3(a) hereof and is not so rejected under this Clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

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

G. Management Accounts

6.7.1 (a) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years;

(b) Within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Land and the Estate, and cause it to remain so displayed for at least 7 consecutive days;

(c) Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a

prominent place in the Land and the Estate, and cause it to remain so displayed for at least 7 consecutive days;

- (d) Each income and expenditure account and balance sheet shall include details of the Special fund and an estimate of the time when there will be a need to draw on the Special fund, and the amount of money that will be then needed;
- (e) The Manager shall-
  - (i) 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
  - (ii) 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, the Manager shall 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 Provided that such copying charge shall be credited to the General Fund; and
- (g) Before an Owners' Corporation is formed, upon request of the Owners at an Owners' meeting convened under this Deed the Manager shall appoint an independent auditor nominated by the Owners at the said Owners' meeting to audit any annual income and expenditure account and balance sheet prepared by

the Manager.

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 Building Management Ordinance. When the Owners' Corporation is formed, the general meeting of Owners' Corporation convened under the Building Management Ordinance shall take the place of the meeting of Owners convened under this Deed and the management committee of the Owners' Corporation shall take the place of the Owners' Committee.

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 Building Management 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 Building Management Ordinance.

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

I. Application of the Building Management Ordinance

6.9.1 No provision in this Deed shall in any way prejudice or contravene or contradict or overrule or fail to comply with any provisions in or the application of the Building Management 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 causes so as to render the same substantially unfit for use, habitation or occupation, the Owners of not less than 75% of the Undivided Shares allocated to such damaged part or parts of the Estate shall convene a meeting of the Owners of the part or parts of the Estate so affected and such meeting may decide by a resolution of not less than 75% majority at a meeting of the Owners of not less than 75% of the Undivided Shares allocated to such part or parts of the Estate that has been damaged (excluding the relevant General Common Parts Undivided Shares allocated to the General Common Areas and the General Common Facilities of such part or parts of the Estate) present or by proxy and voting that by reason of insufficiency of insurance moneys, changes in building law or regulations or any other circumstances whatsoever, whether or not to rebuild or reinstate such part or parts of the Estate. If it is resolved in such meeting that 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 General 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 General 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 General Common Parts Undivided Share(s) allocated to the General Common Areas and the General Common Facilities 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 General 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 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 General Common Parts Undivided Share(s) allocated to the General Common Areas and the General Common Facilities of such part or parts of the Estate) 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 person or persons in Clause 7.1.1 hereof :-

- (a) Every such meeting shall be convened by notice served 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. Service of such notice may be effected (i) personally upon the Owner (ii) by post addressed to the Owner at his last known address or (iii) by leaving the notice at the part of the Estate owned by the Owner or depositing the notice in his letter box;
- (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 General 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 General Common Parts Undivided Share(s) allocated to the General Common Areas and the General Common Facilities of such part or parts of the Estate) 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 the Owners present at the meeting 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 one co-Owner appointed by the others or (iii) if no appointment has been made under this Clause 7.1.2(f)(i) or 7.1.2(f)(ii), then either personally or by proxy by one of the co-Owners; and, in the case of any meeting where 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, under the seal of that body corporate. The appointment of proxy shall have no effect unless the instrument appointing the proxy is lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting at which the proxy proposes to vote, or within such lesser time as the chairman shall allow;
- (i) A resolution passed at a duly convened meeting by not less than seventy-five per cent (75%) of the Owners (excluding the Owner of the General 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 General Common Parts Undivided Shares and such Undivided Shares shall not be counted for the purposes of sub-clause (b) or (i) above.

## **SECTION VIII**

### **MEETINGS OF THE OWNERS AND THE OWNERS' COMMITTEE**

#### A. Meetings of Owners of the Estate

- 8.1.1 (a) 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 may be convened from time to time in accordance with this Deed (subject to the provisions of this Deed and the Building Management Ordinance).
- (b) The Manager shall as soon as possible but not later than nine (9) months from the date of this Deed convene the first meeting of Owners (and to call further and subsequent meetings if required), which meeting shall appoint a chairman and the Owners' Committee or shall appoint a management committee for the purpose of forming the Owners' Corporation under the Building Management Ordinance.
- (c) The following provisions shall apply to any Owners' meeting, namely :-
- (i) A meeting of Owners may be convened by (1) the Owners' Committee, (2) the Manager, or (3) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.
- (ii) (1) The person convening the meeting of Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner.
- (2) The notice of meeting referred to in Clause 8.1.1(c)(ii)(1) shall specify :-
- (A) the date, time and place of the meeting; and
- (B) the resolutions (if any) that are to be proposed at the meeting.
- (iii) The notice of meeting referred to in Clause 8.1.1(c)(ii)(1) may be given:-
- (1) by delivering it personally to the Owner;
- (2) by sending it by post to the Owner at his last known address; or

- (3) by leaving it at the Owner's Unit or depositing it in the letter box for his Unit.
- (iv) (1) The quorum at a meeting of the Owners shall be 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business.
- (2) For the purposes of Clause 8.1.1(c)(iv)(1), the reference in that Clause to "10% of the Owners" shall:-
  - (A) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of the Undivided Shares; and
  - (B) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (v) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-clauses (i)(2) or (3), the person convening the meeting.
- (vi) The chairman shall cause a record to be kept of the persons present in person or by proxy at the meeting, the proceedings and the resolutions of the Owners' meeting.
- (vii) At a meeting of Owners:
  - (1) an Owner shall have one vote in respect of each Undivided Share he owns;
  - (2) an Owner may cast a vote personally or by proxy;
  - (3) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast :-
    - (A) by a proxy jointly appointed by the co-Owners;
    - (B) by a person appointed by the co-Owners from amongst themselves; or

- (C) if no appointment is made under sub-clause (vii)(3)(A) or (vii)(3)(B) hereof, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
- (4) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
- (5) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (viii) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and
  - (1) shall be signed by the Owner; or
  - (2) 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.
- (ix) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (c)(i)(2) or (3), the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (x) 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.
- (xi) 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 :-

- (1) the fourteen (14) days prior written notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (2) any resolution purported to be passed at such meeting concerning any other matters shall not be valid; and
  - (3) no resolution shall be valid if it is contrary to the provisions of this Deed.
- (xii) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
  - (xiii) The procedure at a meeting of Owners shall be as is determined by the Owners.
  - (xiv) For the avoidance of doubt and notwithstanding anything to the contrary herein contained, no right to vote shall attach to the General Common Parts Undivided Shares or such shares allocated to any additional General Common Areas and additional General Common Facilities from time to time.
  - (xv) 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 15 calendar months after the first meeting of the Owners and annual general meetings for each ensuing year shall be held within 15 calendar months from the previous annual general meeting.
- 8.1.2 (a) (i) Any Owners' Committee formed under this Deed shall consist of 7 members elected in an Owners' meeting 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' Committee shall comprise the following members :-
- (1) 6 Owners of the Flats; and
  - (2) 1 Owner of the Car Park or the Parking Spaces (as the case may be).

- (ii) A chairman, a vice-chairman, a secretary, a treasurer 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) Any Owner and any representative appointed by an Owner in the event of such Owner being a corporate body shall be eligible for election to the Owners' Committee. The appointment of a representative by a corporate Owner shall be in writing addressed to the Owners' Committee or the Manager for the first meeting of the Owners referred to in Clause 8.1.1(b) of this Deed and such appointment may be revoked at any time by notice in writing given to the Owners' Committee or the Manager, if applicable.
- (c) No person shall be appointed as a member of the Owners' Committee who :-
  - (i) has been declared bankrupt or insolvent; or
  - (ii) has been convicted of a criminal offence other than a summary offence not involving dishonesty; or
  - (iii) has entered into composition with his creditors.
- (d) An Owner's Committee shall be appointed for a term of two (2) years 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 two (2) years, 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 :-
  - (i) he ceases to be an Owner;
  - (ii) he becomes disqualified for appointment as a member of an Owners' Committee under sub-clause (c) hereof;
  - (iii) he resigns from the office by notice in writing given to the Owners' Committee;
  - (iv) he is removed by a resolution passed at an Owners' meeting; or
  - (v) he has become incapacitated by mental illness.

- (e) Retiring members of the Owners' Committee shall be eligible for re-election.
- (f) The Owners' Committee may continue to act notwithstanding any vacancies in their number Provided That the number is not reduced below 4. In the event that the number is reduced below 4, the remaining members of the Owners' Committee may act but only for the purpose of convening an Owners' meeting for purpose of electing eligible persons to be members of the Owners' Committee.
- (g) A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- (h) (i) The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee.
- (ii) The notice of meeting referred to in Clause 8.1.2(h)(i) shall specify :-
  - (1) the date, time and place of the meeting; and
  - (2) the resolutions (if any) that are to be proposed at the meeting.
- (i) The notice of meeting referred to in Clause 8.1.2(h)(i) may be given:-
  - (i) by delivering it personally to the member of the Owners' Committee; or
  - (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
  - (iii) by leaving it at the member's Unit or depositing it in the letter box for his Unit.
- (j) The quorum at a meeting of the Owners' Committee shall be fifty per cent (50%) of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.
- (k) A meeting of the Owners' Committee shall be presided over by (i) the chairman or (ii) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.



- (l) At a meeting of the Owners' Committee, each member present shall have one (1) vote on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- (m) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

8.1.3 No member of the Owners' Committee, acting in good faith and in a reasonable manner, shall be personally liable for any act done or default made by or on behalf of the Owners' Committee :-

- (a) in the exercise or purported exercise of the powers conferred by this Deed or the Building Management Ordinance on the Owners' Committee; or
- (b) in the performance or purported performance of the duties imposed by this Deed or the Building Management Ordinance on the Owners' Committee.

8.1.4 Subject to provisions in Schedule 7 to the Building Management Ordinance, the procurement of supplies, goods, or services by the Owners' Committee that involves amounts in excess of HK\$200,000 (or such other sum as the Secretary for Home and Youth Affairs may specify by notice in the Gazette) or an amount which is or likely to be more than 20% of the annual budget (or such other percentage as the Secretary for Home and Youth Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Building Management Ordinance will apply to the Owners' Committee with any appropriate variations.

8.1.5 On the formation of the Owners' Corporation, the provisions contained in Schedule 2 to the Building Management 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 Schedule 3 to the Building Management Ordinance shall apply to all general meetings of the Owners' Corporation which shall take the place of the Owners' meetings under this Deed.

8.1.6 The management committee (if any) appointed under this Deed or the Building Management 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**

### **WORKS AND INSTALLATIONS**

9.1.1 It is provided in the Land and the Estate the Works and Installations, which require regular maintenance on a recurrent basis. The Works and Installations include (but not limited to) the following items :-

- (a) structural elements;
- (b) external walls finishes and roofing materials;
- (c) fire safety elements
- (d) the Slope Structures (if any);
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment (including but not limited to the fire safety provisions and fire services installations for Flats with open kitchen);
- (h) electrical and extra low voltage wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window installations;
- (l) local and central air-conditioning and ventilation system;
- (m) Noise Mitigation Measures, and where applicable, the Noise Mitigation Measures serving or belonging to the particular Flats exclusively;
- (n) floors, ceilings, walls and other elements comprising modular integrated construction (MiC) module belonging to the particular Flats or other parts of the Estate; and
- (o) the Transformer Room Facilities.

9.1.2 The First Owner shall at its own costs compile for the reference of the Owners and the Manager a Maintenance Manual for the Works and Installations setting out the following details :

- (a) 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;
- (b) 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;

- (c) Recommended maintenance strategy and procedures;
- (d) A list of items of the Works and Installations requiring routine maintenance;
- (e) Recommended frequency of routine maintenance inspection;
- (f) Checklist and typical inspection record sheets for routine maintenance inspection;  
and
- (g) Recommended maintenance cycle of the Works and Installations.

9.1.3 The First Owner shall at its own costs deposit a full copy of the Maintenance Manual for the Works and Installations in the management office of the Estate within one month of the date of this Deed and the Manager shall keep the same available for inspection by the Owners free of charge during normal office hours and taking copies by any Owner at his request and on payment of a reasonable charge. The Manager shall credit all charges so received to the Special fund.

9.1.4 (a) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the maintenance of the General Common Areas and the General Common Facilities including those part or parts of the Works and Installations (in so far as they are in existence) forming part of the General Common Areas or the General Common Facilities.

(b) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Units including those part or parts of the Works and Installations (in so far as they are in existence) forming part of their Units.

9.1.5 (a) The Owners may, by a resolution of Owners passed at an Owners' meeting convened under this Deed revise the schedule set out in Clause 9.1.1 hereof and the Maintenance Manual for the Works and Installations or any part thereof, 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 said Owners'

resolution.

- (b) All costs of and incidental to the preparation of the revised schedule and the revised Maintenance Manual for the Works and Installations will be paid out of the Special fund.
- (c) The Manager shall deposit the revised Maintenance Manual for the Works and Installations in the management office of the Estate within one month from the date of its preparation for inspection by the Owners free of charge during normal office hours and taking copies by any Owner at his request and on payment of a reasonable charge. The Manager shall credit all charges so received to the Special fund.

## SECTION X

### MISCELLANEOUS

10.1.1 Subject to the provisions of the Building Management 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.

10.1.2 The Manager shall keep at the management office a copy of the plans annexed hereto certified as to their accuracy by or on behalf of the Authorized Person including any subsequent amendment thereto showing the General Common Areas for inspection by the Owners free of costs and charges during normal office hours.

10.1.3 The First Owner shall deposit at the management office of the Estate a full copy of the Slope Maintenance Manual and a copy of Schedules 7 and 8 to the Building Management Ordinance (English and Chinese versions) within one (1) month of the date of this Deed and the Manager shall keep the same available for inspection by the Owners free of charge during normal office hours and for the taking of copies by any Owner at his request and on payment of a reasonable charges. The Manager shall credit all the charges to the Special fund.

10.1.4 All Owners of the Estate not occupying their Units must provide the Manager with an address within the Hong Kong Special Administrative Region for service of notices under the terms of this Deed.

10.1.5 Within one (1) month from the date of this Deed, the First Owner shall at its own costs and expenses provide and keep at the management office of the Estate a copy of this Deed and a Chinese translation of this Deed, and the Manager shall ensure that it is available for inspection at the management office of the Estate by all Owners free of costs during normal office hours and for the taking of copies by any Owner at his request and on payment of a reasonable charge. In case of any differences or dispute as to the effect of the Chinese translation and the English language document, the English version of this Deed (being the version approved by the Director of Lands) shall prevail. The Manager shall credit all the charges to the Special fund.

10.1.6 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 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.

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

10.1.8 Save and except such notice to the Manager required for termination of its appointment, 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 management office of the Estate or such other address as may be notified by the Manager from time to time.

10.1.9 Notwithstanding anything contained in this Deed to the contrary but for the avoidance of doubt, the General Common Parts Undivided Shares shall not carry any liability to pay charges under this Deed or any voting right at any meeting whether under this Deed, the Building Management Ordinance or otherwise, nor shall the General Common Parts Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.

10.1.10 Any contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager ("Contract") must be subject to the following conditions : -

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

10.1.11 The Owners' Corporation has the full authority by 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 Slope Structures (if any) in compliance with the Conditions 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 the Slope Structures (if any).

10.1.12 The Greenery Area shall not be used for any other purpose provided under Special Condition No. (9)(c)(iii) of the Conditions without the prior consent of the Building Authority.

10.1.13 AMR Outstation(s)

The First Owner shall be entitled to commission the installation of automatic meter reading outstation(s) in the Estate, which forms part of the Estate Common Facilities.

IN WITNESS whereof the First Owner, the Second Owner and the Manager 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) Flats in the Residential Tower**

Flat Floor	A#	B#	C#	D#	E#	F#	G#	H#	J#	K#	L#	M#
26/F	43	42	41	58	47	46	47	42	47	47	41	34
25/F	43	42	41	58	47	46	47	42	47	47	41	34
24/F	43	42	41	58	47	46	47	42	47	47	41	34
23/F	43	42	41	58	47	46	47	42	47	47	41	34
22/F	43	42	41	58	47	46	47	42	47	47	41	34
21/F	43	42	41	58	47	46	47	42	47	47	41	34
20/F	43	42	41	58	47	46	47	42	47	47	41	34
19/F	43	42	41	58	47	46	47	42	47	47	41	34
18/F	43	42	41	58	47	46	47	42	47	47	41	34
17/F	43	42	41	58	47	46	47	42	47	47	41	34
16/F	43	42	41	58	47	46	47	42	47	47	41	34
15/F	43	42	41	58	47	46	47	42	47	47	41	34
14/F	43	42	41	58	47	46	47	42	47	47	41	34
13/F	43	42	41	58	47	46	47	42	47	47	41	34
12/F	43	42	41	58	47	46	47	42	47	47	41	34
11/F	43	42	41	58	47	46	47	42	47	47	41	34
10/F	43	42	41	58	47	46	47	42	47	47	41	34
9/F	43	42	41	58	47	46	47	42	47	47	41	34
8/F	43	42	41	58	47	46	47	42	47	47	41	34
7/F	43	42	41	58	47	46	47	42	47	47	41	34
6/F	43	42	41	58	47	46	47	42	47	47	41	34
5/F	43	42	41	58	47	46	47	42	47	47	41	34
4/F	43	42	41	58	47	46	47	42	47	47	41	34
3/F	43	42	41	58	47	46	47	42	47	47	41	34
2/F	43	42	42	58	47	46	47	42	47	47	41	34

sub-total of Undivided Shares for the Flats: 13,376

**(B) Car Park** 370

**(C) General Common Areas and General Common Facilities:** 10

**total number of Undivided Shares for the Estate: 13,756**

- Notes: 1. “#” means including the Balcony  
2. There is no designation of Flat “I” in 2/F - 26/F of the Residential Tower.



**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Allocation of Management Shares  
of and in the Land and the Estate**

**(A) Flats in the Residential Tower**

<b>Floor</b>	<b>Flat</b>	<b>A#</b>	<b>B#</b>	<b>C#</b>	<b>D#</b>	<b>E#</b>	<b>F#</b>	<b>G#</b>	<b>H#</b>	<b>J#</b>	<b>K#</b>	<b>L#</b>	<b>M#</b>
26/F		43	42	41	58	47	46	47	42	47	47	41	34
25/F		43	42	41	58	47	46	47	42	47	47	41	34
24/F		43	42	41	58	47	46	47	42	47	47	41	34
23/F		43	42	41	58	47	46	47	42	47	47	41	34
22/F		43	42	41	58	47	46	47	42	47	47	41	34
21/F		43	42	41	58	47	46	47	42	47	47	41	34
20/F		43	42	41	58	47	46	47	42	47	47	41	34
19/F		43	42	41	58	47	46	47	42	47	47	41	34
18/F		43	42	41	58	47	46	47	42	47	47	41	34
17/F		43	42	41	58	47	46	47	42	47	47	41	34
16/F		43	42	41	58	47	46	47	42	47	47	41	34
15/F		43	42	41	58	47	46	47	42	47	47	41	34
14/F		43	42	41	58	47	46	47	42	47	47	41	34
13/F		43	42	41	58	47	46	47	42	47	47	41	34
12/F		43	42	41	58	47	46	47	42	47	47	41	34
11/F		43	42	41	58	47	46	47	42	47	47	41	34
10/F		43	42	41	58	47	46	47	42	47	47	41	34
9/F		43	42	41	58	47	46	47	42	47	47	41	34
8/F		43	42	41	58	47	46	47	42	47	47	41	34
7/F		43	42	41	58	47	46	47	42	47	47	41	34
6/F		43	42	41	58	47	46	47	42	47	47	41	34
5/F		43	42	41	58	47	46	47	42	47	47	41	34
4/F		43	42	41	58	47	46	47	42	47	47	41	34
3/F		43	42	41	58	47	46	47	42	47	47	41	34
2/F		43	42	42	58	47	46	47	42	47	47	41	34

sub-total of Management Shares for the Flats: 13,376

**(B) Car Park** 370

**(C) General Common Areas and General Common Facilities:** 0

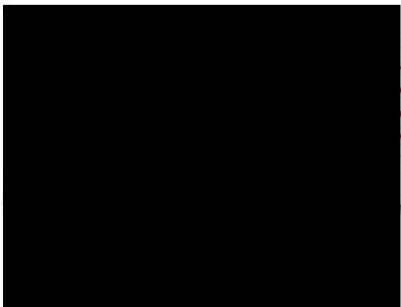
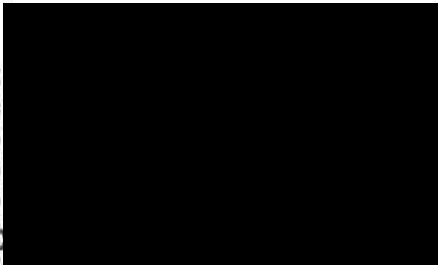
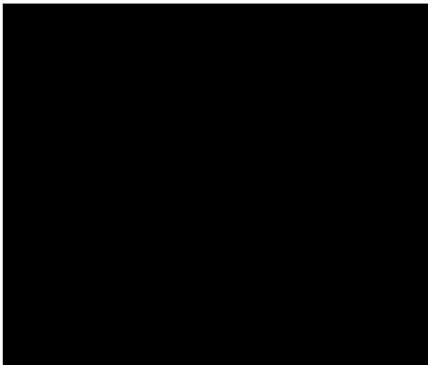
**total number of Management Shares for the Estate: 13,746**

- Notes: 1. “#” means including the Balcony  
 2. There is no designation of Flat “I” in 2/F - 26/F of the Residential Tower.

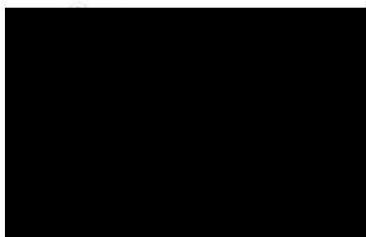
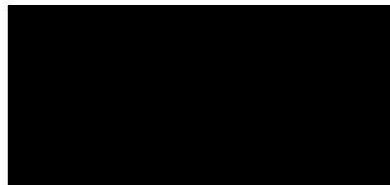
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of the First Owner and SIGNED by



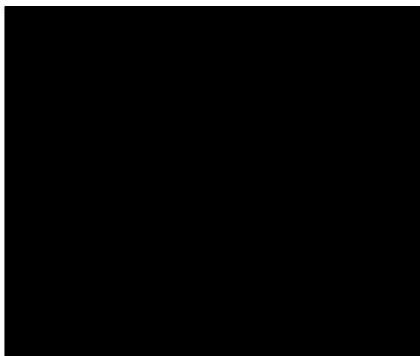
person(s) duly appointed by its Executive  
Committee whose signature(s) is/are  
verified by:-



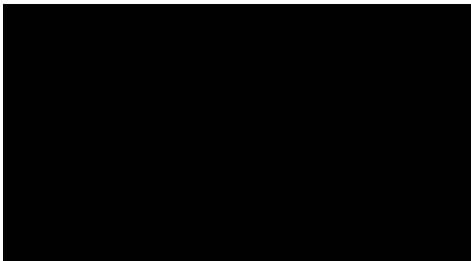
SIGNED SEALED AND DELIVERED )  
by the Second Owner in the )  
presence of :- )



INTERPRETED to the Second Owner by :-











SEALD with the Common Seal of the <sup>DMC</sup> / )  
Manager and SIGNED by )



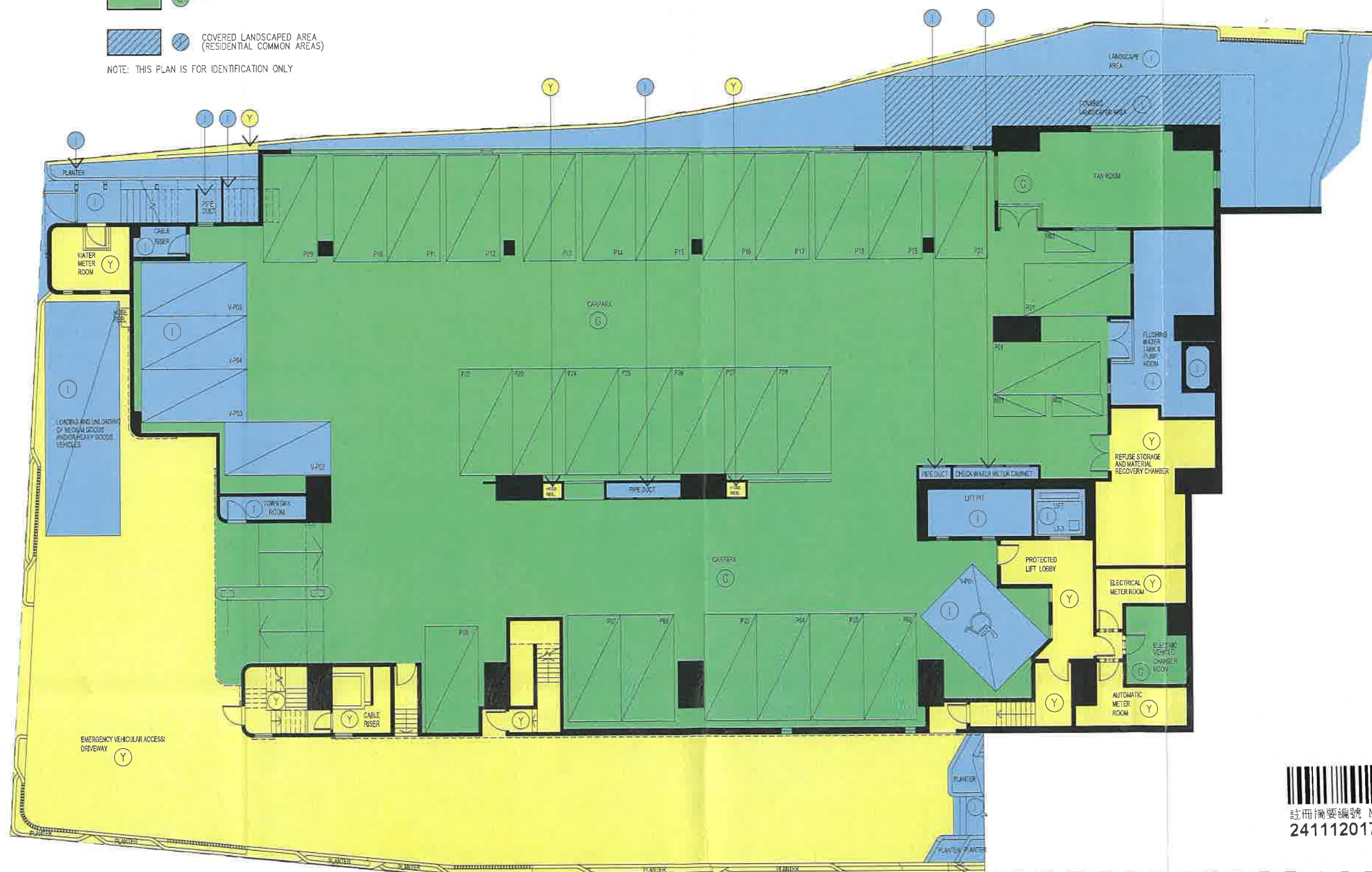
person(s) duly appointed by its Executive )  
Committee whose signature(s) is/are )  
verified by:- )



## Annex I - Plans showing different General Common Areas

  RESIDENTIAL COMMON AREAS  
  ESTATE COMMON AREAS  
  CAR PARK  
  COVERED LANDSCAPED AREA (RESIDENTIAL COMMON AREAS)

NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY



LOWER GROUND FLOOR PLAN (1 STOREY)



註冊摘要編號 Memorial No.  
24111201730020 A3C

Rev.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	SZ	VT	CKH	27/04/2021
B	SIXTH ISSUE	SZ	VT	CKH	18/01/2021
C	THIRD ISSUE	SZ	VT	CKH	21/04/2021
D	FOURTH ISSUE	SZ	VT	CKH	24/04/2021
E	FIFTH ISSUE	SZ	VT	CKH	14/04/2021
F	SIXTH ISSUE	SZ	VT	CKH	05/04/2021

[illegible]

Check all measurements on site.  
Do not scale off drawings.

This drawing is to be read in conjunction with the specification and any discrepancies are to be immediately reported to the Architect.

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B.D. Ref.		
F.S.D. Ref.		
D.I.O. Ref.		
Drawn	SZ	Date 05/06/2024
Checked	VT	Date 05/06/2024
Approved	CKH	Date 05/06/2024
Cad File No.		



呂元祥建築師事務所

Project Title  
HUNG SHUI KIU TOWN LOT  
NO. 1

Drawing Title  
LOWER GROUND FLOOR

Project No.	19122NT
Scale 1:200 @ A3	Issue Date 05/06/2024
Drawing No.	19122 DMC GP001



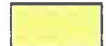





hereby certify the accuracy of this plan  ICMA  
A PART



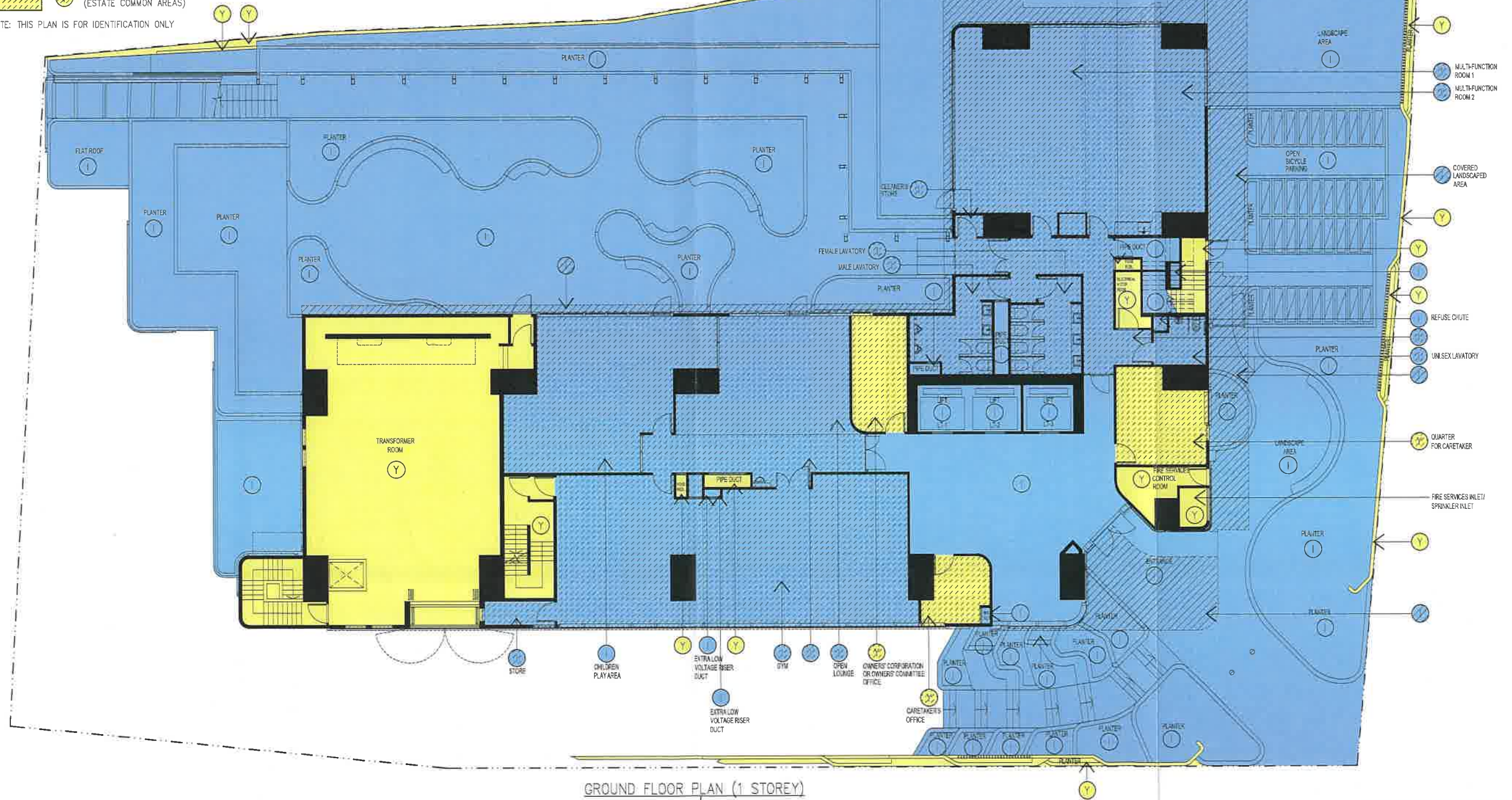
[Choi Pak-Chung, Patrick]  
Authorized Person



# LEGEND

-   RESIDENTIAL COMMON AREAS
-   ESTATE COMMON AREAS
-   COVERED LANDSCAPED AREA (RESIDENTIAL COMMON AREAS)
-   RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS)
-   AMENITY FEATURES (ESTATE COMMON AREAS)

NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY



GROUND FLOOR PLAN (1 STOREY)

Rev.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	SZ	VT	CKH	27/07/2022
B	SECOND ISSUE	SZ	VT	CKH	18/01/2023
C	THIRD ISSUE	SZ	VT	CKH	21/05/2023
D	FOURTH ISSUE	SZ	VT	CKH	24/06/2023
E	FIFTH ISSUE	SZ	VT	CKH	11/08/2023
F	SIXTH ISSUE	SZ	VT	CKH	05/06/2024

Rev.	Description	Drawn	Checked	Approved	Date

Check all measurements on site. Do not scale off drawings.

This drawing is to be read in conjunction with the specification and any discrepancies are to be immediately reported to the Architect.

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B.O. Ref.	
F.S.O. Ref.	
D.L.O. Ref.	
Drawn	SZ
Checked	VT
Approved	CKH
Cad File No.	
Date	05/06/2024
Date	05/06/2024
Date	05/06/2024



呂元祥建築師事務所

Project Title  
HUNG SHUI KIU TOWN LOT NO. 1




註冊編號 Memorial No.: 24111201730020 A3C

Drawing Title  
GROUND FLOOR PLAN

Project No.	19122NT
Scale	1:200 @ A3
Issue Date	05/06/2024
Drawing No.	19122_DMC_GP002

I hereby certify the accuracy of this plan.



[CHUI Pak-Chung, Patrick]  
Authorized Person

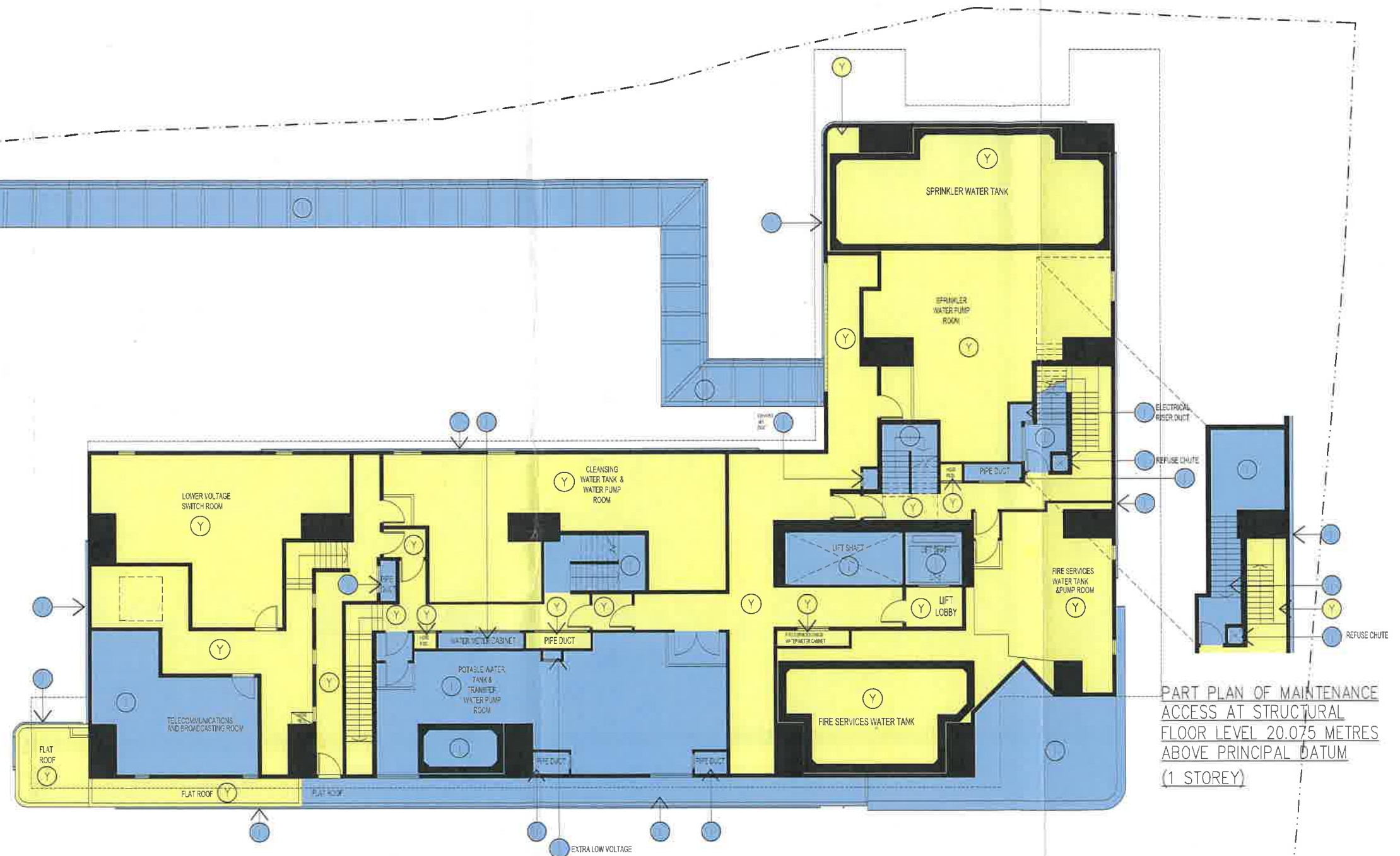


# LEGEND

  RESIDENTIAL COMMON AREAS

  ESTATE COMMON AREAS

NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY



PART PLAN OF MAINTENANCE  
ACCESS AT STRUCTURAL  
FLOOR LEVEL 20.075 METRES  
ABOVE PRINCIPAL DATUM  
(1 STOREY)

1/F PLAN AT STRUCTURAL FLOOR LEVEL 17.175 METRES ABOVE PRINCIPAL DATUM (1 STOREY)

Rev.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	SZ	VT	CKH	22/07/2022
B	SECOND ISSUE	SZ	VT	CKH	19/08/2023
C	THIRD ISSUE	SZ	VT	CKH	21/08/2023
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Rev.	Description	Drawn	Checked	Approved	Date

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Cad File No.	
Date	14/08/2023
Date	14/08/2023
Date	14/08/2023



呂元祥建築師事務所




註冊摘要編號 Memorial No.:  
24111201730020

Project Title  
HUNG SHUI KIU TOWN LOT  
NO. 1

A3C

Drawing Title  
1/F PLAN

Project No. 19122NT  
Scale 1:200 @ A3  
Drawing No. 19122\_DMC\_GP003

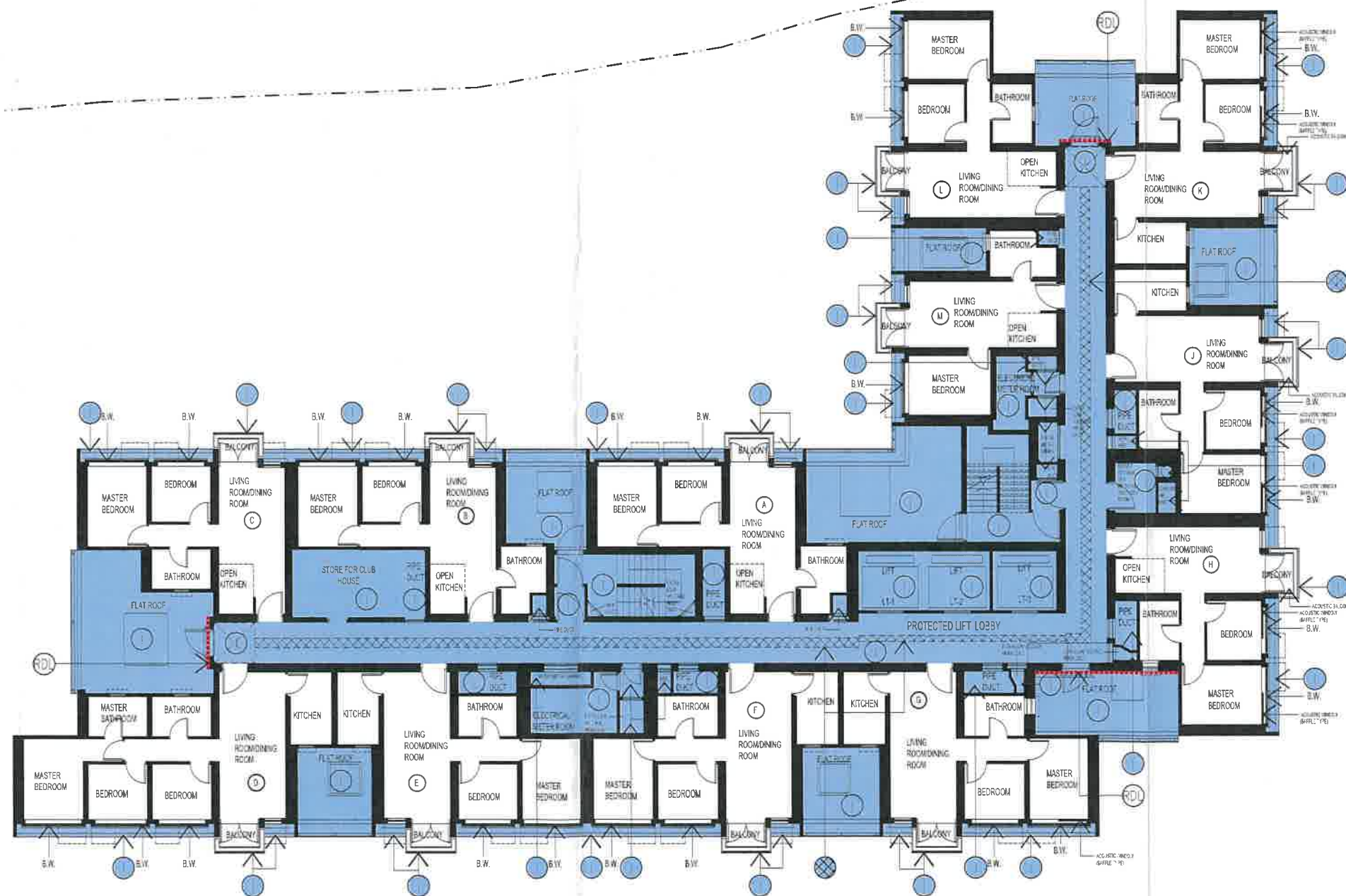
I hereby certify  
the accuracy of this plan.  
  
[CHUI Pak-Chung, Patrick]  
Authorized Person



# LEGEND

- RESIDENTIAL COMMON AREAS
- RESIDENTIAL COMMON AREAS (WIDER COMMON CORRIDOR AND LIFT LOBBIES)
- RED DOTTED LINES - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
- B.W. BAY WINDOW

NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY



2/F PLAN (1 STOREY)

Rev.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	SZ	VT	CKH	27/07/2022
B	SECOND ISSUE	SZ	VT	CKH	10/07/2023
C	THIRD ISSUE	SZ	VT	CKH	21/09/2023
D	FOURTH ISSUE	SZ	VT	CKH	24/09/2023
E	FIFTH ISSUE	SZ	VT	CKH	14/08/2023

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Approved	CKH
Scale	1:200 @ A3
File No.	

**RONALD LU & PARTNERS**

呂元祥建築師事務所



註冊摘要編號 Memorial No.:  
24111201730020

Project Title  
HUNG SHUI KIU TOWN LOT  
NO. 1

Drawing Title  
2/F PLAN





Project No. 19122NT  
Scale 1:200 @ A3  
Issue Date 14/08/2023  
Drawing No. 19122\_DMC\_GP004

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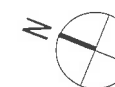
[CHUI Pak-Chung, Patrick]  
Authorized Person

A3C

# LEGEND

-  RESIDENTIAL COMMON AREAS
-  RESIDENTIAL COMMON AREAS (WIDER COMMON CORRIDOR AND LIFT LOBBIES)
-  RED DOTTED LINES - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
-  B.W. BAY WINDOW

NOTE: THIS PLAN IS FOR IDENTIFICATION ONLY



3/F-26/F PLAN (24 STOREYS)

Rev.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	SZ	VT	CKH	27/07/2022
B	SECOND ISSUE	SZ	VT	CKH	18/01/2023
C	THIRD ISSUE	SZ	VT	CKH	22/09/2023
D	FOURTH ISSUE	SZ	VT	CKH	24/04/2023
E	FIFTH ISSUE	SZ	VT	CKH	14/06/2023

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Project Title  
HUNG SHUI KIU TOWN LOT  
NO. 1



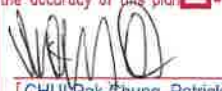
註冊編號 Memorial No.:  
24111201730020

A3C

Drawing Title  
3/F-26/F PLAN

Project No.	19122NT
Scale	1:200 @ A3
Issue Date	14/08/2023
Grawing No.	19122_DMC_GP005

I hereby certify the accuracy of this plan.



[CHUI Pak-Chung, Patrick]  
Authorized Person



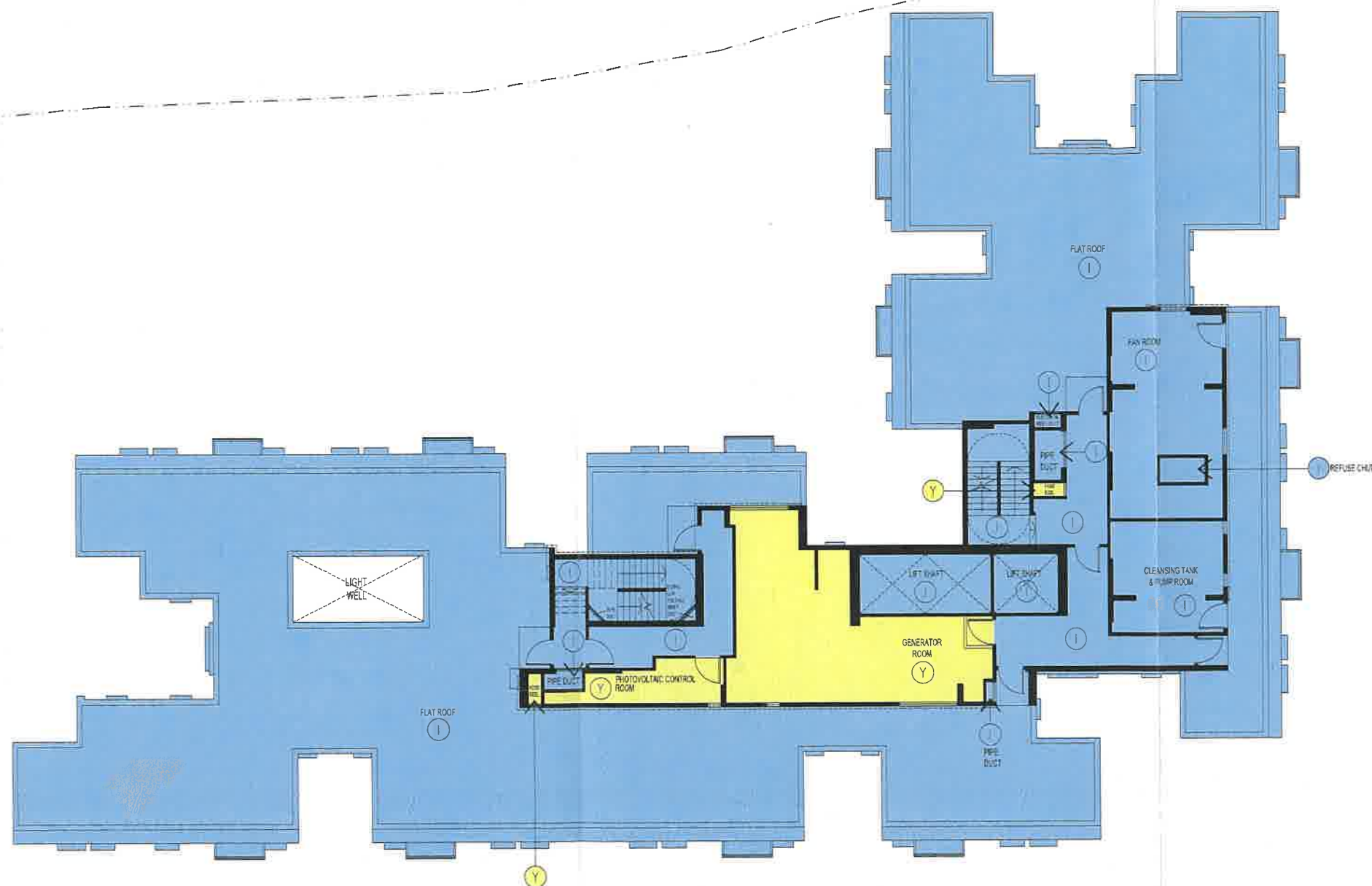


註冊摘要編號 Memorial No.:  
24111201730020 A3C

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ROOF PLAN (1 STOREY)

Rev.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	SZ	VT	CKH	17/07/2022
B	SECOND ISSUE	SZ	VT	CKH	18/02/2023
C	THIRD ISSUE	SZ	VT	CKH	21/03/2023
D	FOURTH ISSUE	SZ	VT	CKH	24/04/2023
E	FIFTH ISSUE	SZ	VT	CKH	14/06/2023
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S.L.O. Ref.	-
Drawn	SZ
Checked	VT
Approved	CKH
Date	05/06/2024
Cad File No.	



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Project Title  
HUNG SHUI KIU TOWN LOT  
NO. 1

Drawing Title  
ROOF PLAN

Project No. 19122NT  
Scale 1:200 @ A3  
Issue Date 05/06/2024  
Drawing No. 19122\_DMC\_GP006



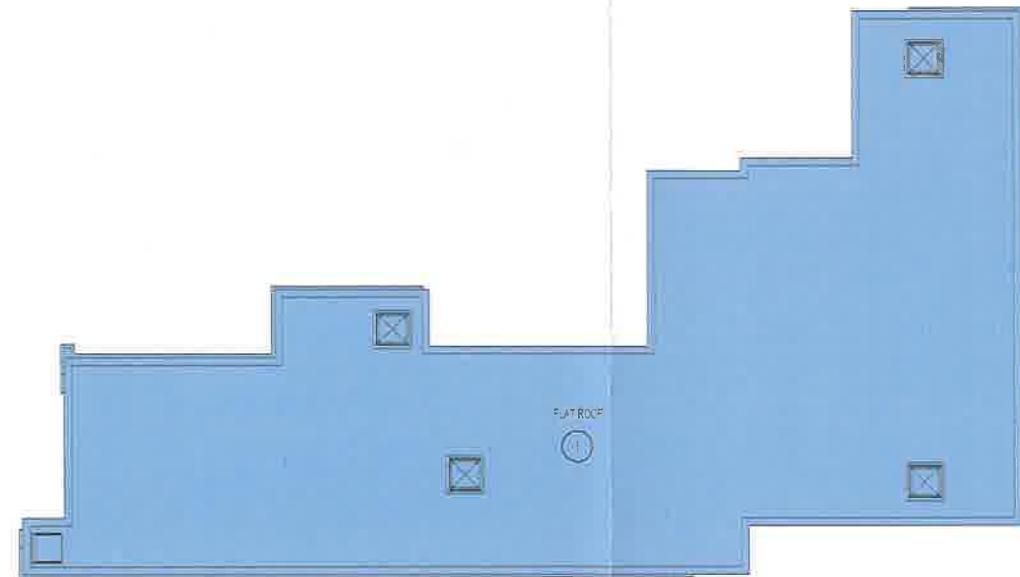
LEGEND

RESIDENTIAL COMMON AREAS

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UPPER ROOF PLAN (1 STOREY)



TOP ROOF PLAN (1 STOREY)



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24111201730020 A3C

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C	THIRD ISSUE	SZ	VT	CKH	21/09/2023
D	FOURTH ISSUE	SZ	VT	CKH	24/04/2023
E	FIFTH ISSUE	SZ	VT	CKH	14/08/2023
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Drawn	SZ
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Approved	CKH
Cad File No.	
Date	05/06/2024
Date	05/06/2024
Date	05/06/2024

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呂元祥建築師事務所

Project Title  
HUNG SHUI KIU TOWN LOT  
NO.1

Drawing Title  
UPPER ROOF AND TOP ROOF PLAN

Project No. 19122NT  
Scale 1:200 @ A3 Issue Date 05/06/2024  
Drawing No. 19122\_DMC\_GP007

I hereby certify the accuracy of this plan.

**CHUI Pak-Chung, Patrick**  
Authorized Person

RONALD LU & PARTNERS

## Annex II - The plan showing Greenery Area

# LEGEND



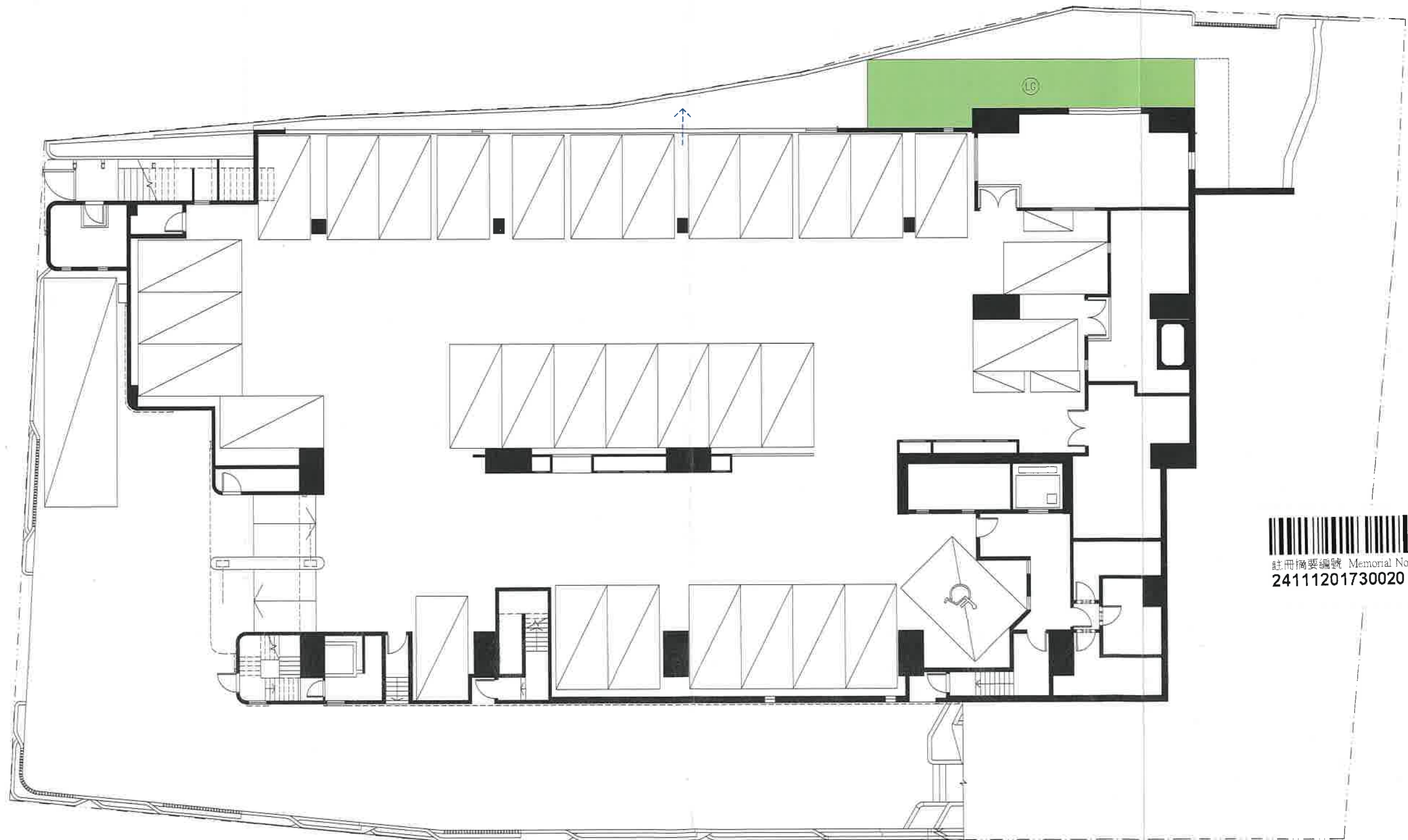
GREENERY AREA

(TOTAL AREA OF GREENERY AT G/F: 20.821 SQUARE METRES)



COMMON ACCESS OF GREENERY AREA

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24111201730020

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GREENERY AT LG/F

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C	THIRD ISSUE	SZ	VT	CKH	12/08/2023
D	FOURTH ISSUE	SZ	VT	CKH	14/09/2023
E	FIFTH ISSUE	SZ	VT	CKH	14/09/2023
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O.L.O. Ref.	-
Drawn	SZ
Checked	VT
Approved	CKH
Cad File No.	-
Date	05/06/2024
Date	05/06/2024
Date	05/06/2024



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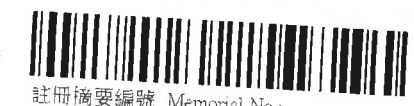
Project Title  
HUNG SHUI KIU TOWN LOT  
NO. 1

Drawing Title  
GREENERY AT LG/F

Project No.	19122NT
Scale	1:200 @ A3
Issue Date	05/06/2024
Drawing No.	19122_DMC_GP008








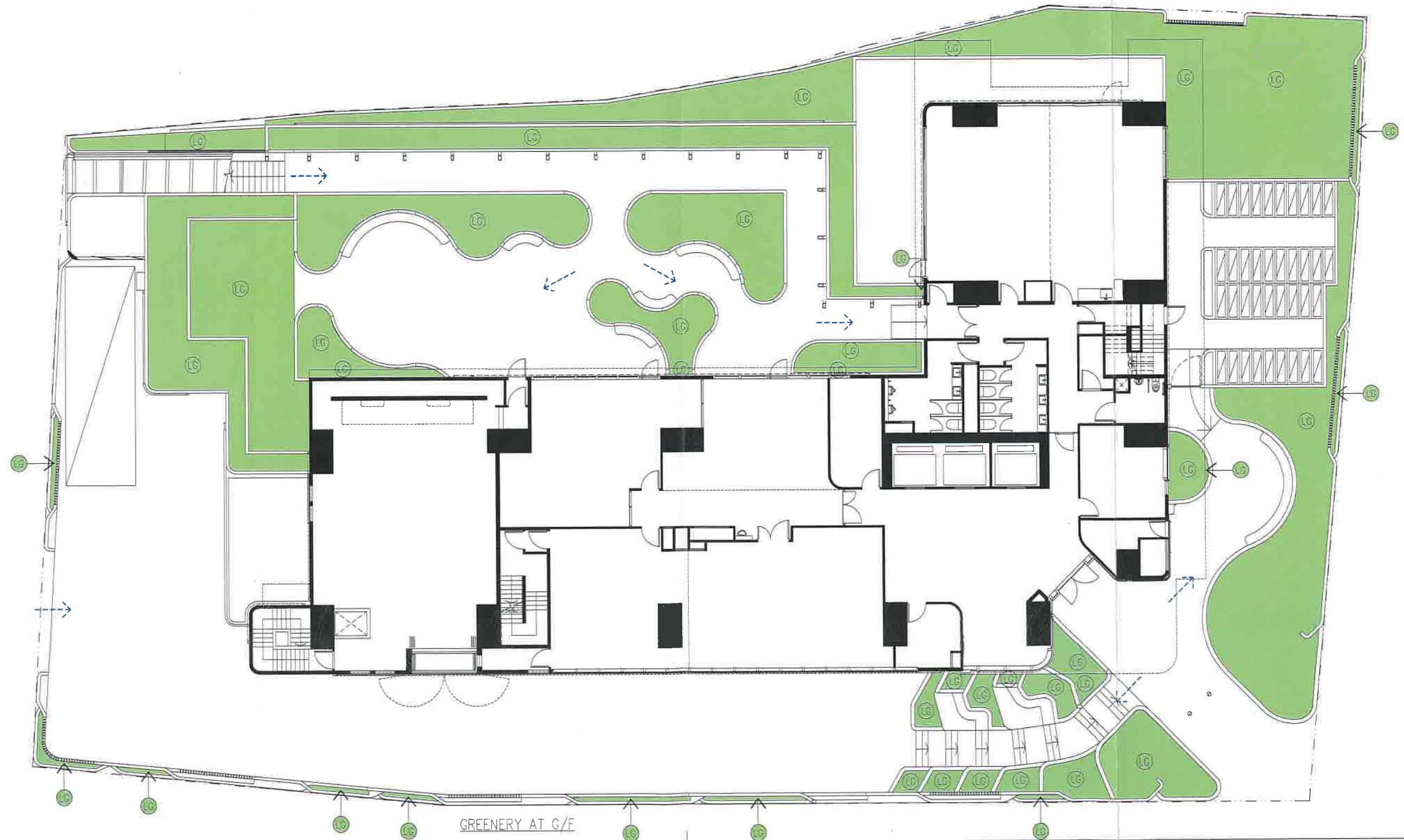
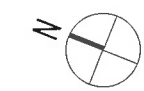
註冊摘要編號 Memorial No.:  
24111201730020 A3C

LEGEND

 LG GREENERY AREA  
(TOTAL AREA OF GREENERY AT G/F: 477.215 SQUARE METRES)

 COMMON ACCESS OF GREENERY AREA

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GREENERY AT G/F

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A	FIRST ISSUE	SZ	VT	CKH	27/6/2023
B	SECOND ISSUE	SZ	VT	CKH	18/6/2023
C	THIRD ISSUE	SZ	VT	CKH	21/6/2023
D	FOURTH ISSUE	SZ	VT	CKH	24/6/2023
E	FIFTH ISSUE	SZ	VT	CKH	24/6/2023
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Drawn	SZ Date 05/06/2024
Checked	VT Date 05/06/2024
Approved	CKH Date 05/06/2024
Cad File No.	

**RONALD LU  
& PARTNERS**  
呂元祥建築師事務所

Project Title  
HUNG SHUI KIU TOWN LOT  
NO.1

Drawing Title GREENERY AT G/F	
Project No.	19122NT
Scale	1:200 @ A3
Issue Date	05/06/2024
Drawing No.	19122_DMC_GP009

I hereby certify  
the accuracy of this plan.  
  
[CHUI Pak-Chung, Patrick]  
Authorized Person

Dated the 25<sup>th</sup> day of October 2024

**HONG KONG HOUSING SOCIETY**

(First Owner)

and



(Second Owner)

and

**HONG KONG HOUSING SOCIETY**

(DMC Manager)

\*\*\*\*\*

**DEED OF MUTUAL COVENANT  
AND MANAGEMENT AGREEMENT**

in respect of

**HUNG SHUI KIU TOWN LOT NO. 1**

\*\*\*\*\*

BAKER & MCKENZIE  
14/F ONE TAIKOO PLACE  
979 KING'S ROAD  
QUARRY BAY  
HONG KONG

Ref.: EDC/ALL/10033148-50949346

 註冊摘要編號 Memorial No.:  
**2411201730020**  
本文書於2024年11月12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 12 November 2024.



土地註冊處處長  
Land Registrar