

DATED

CHAMP SUCCESS DEVELOPMENT LIMITED

and

[name of First Assignee]

and

[name of first manager]

⁰ **[and**

CHONG HING BANK LIMITED]

**DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT**

of

T PLUS (菁雋)

**2 Tsing Min Path, Tuen Mun, Hong Kong
erected on**

TUEN MUN TOWN LOT NO. 499

BAKER & MCKENZIE

Hong Kong

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THIS DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT (“**this Deed**”) is made on the _____ day of _____

BETWEEN:

- (1) **CHAMP SUCCESS DEVELOPMENT LIMITED** (隆成發展有限公司) whose registered office is situate at [*] (the “**First Owner**”);
- (2) [name and description of the first assignee] (the “**First Assignee**”); [and]
- (3) [name and description of the first manager] (the “**Company**”)[.]⁰[; and]
- ⁰[(4) **CHONG HING BANK LIMITED** (創興銀行有限公司) whose registered office is situate at [Ground Floor, Chong Hing Bank Centre, 24 Des Voeux Road Central, Hong Kong] (the “**Mortgagee**”)]

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

In this Deed the following definitions apply unless the context otherwise requires:

“**Advance Payment**” means a sum equal to 2 months’ Monthly Management Fees payable for a Unit (except the Government Accommodation) during the first Financial Year;

“**Authorized Person**” means Chong Yiu Shing Annie of C Arch Design Consultant Limited of Unit D, 17/F, Infotech Centre, 21 Hung To Road, Kwun Tong, Kowloon or any other authorized person as defined in Section 2(1) of the Buildings Ordinance (Cap. 123) for the time being appointed by the First Owner in his place;

“**Budget**” means, in relation to a Financial Year, the budget of the Management Expenses which is prepared and sent or (as the case may be) displayed in accordance with Clause 10.2(a) by the Manager and has not been rejected under Clause 10.2(e), including all revisions thereto made in compliance with Clause 10.2(c); and “**approval**”, when used in relation to the Budget, means the preparation and sending or (as the case may be) displaying of the budget in accordance with Clause 10.2(a) and the fact of its not being rejected under Clause 10.2(e) and “**approve**”, when used in relation to the Budget, shall be construed accordingly;

“**Building Plans**” means the plans for the development of the Development approved by the Building Authority and, where required, the Director of Lands, and all approved amendments thereto;

“**Common Parts**” means all areas, systems, equipment, facilities, machinery, fixtures, fittings, Conduits or other matters in the Land:

- (a) which are intended for the common use and benefit of different Owners, occupiers, licensees or invitees of the Land or any part thereof;

- (b) as will fall within the definition of “common parts” in section 2 of the Ordinance; or
- (c) which are from time to time designated by an Owner to be Common Parts under Clause 14.25 of this Deed.

The expression shall include (subject to the provisions of this Deed) the matters referred to in Schedule 4 and shall also include those areas of the Development which are (for identification purpose) coloured yellow, orange, orange hatched black, brown and indigo on the Plans. For the avoidance of doubt, the expression shall include the Development Common Parts, the Residential Common Parts, the Parking Common Parts and the Shops Common Parts. To avoid doubt, the expression shall exclude any system, equipment, facility, machinery, fixture, fitting or Conduit which serves only one Unit;

“**Common Parts Shares**” means the Shares allocated to the Common Parts under this Deed;

“**Common Utilities Deposits**” means the water, electricity, gas and other utilities deposits in respect of the Common Parts;

“**Conduits**” includes sewers, drains, pipes, wires, cables, ducts, risers, gutters, flues, watercourses, fibres and any medium for the passage or transmission of soil, sewage, water, gas, electricity, air, smoke, information or other matters, and associated equipment and structures;

“**Covered Landscaped Area**” means the covered landscaped area on 5th and 6th Floor of the Development which are (for identification purpose) coloured orange and marked as “COVERED LANDSCAPED AREA” on the Plans;

“**Debris Removal Charge**” means a sum equal to one month’s Monthly Management Fees payable for the Flat concerned during the first Financial Year;

“**Decoration Deposit**” means the Decoration Deposit referred to in Schedule 9, paragraph 25;

“**Development**” means the development erected on the Land known as “T Plus (菁雋)”; and shall include all systems, equipment, facilities, machinery, fixtures, fittings and Conduits from time to time provided or installed therein;

“**Development Common Parts**” means those Common Parts which are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different Flats, Parking Spaces, Shops and the Government Accommodation, and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured yellow on the Plans (collectively the “**Coloured Areas**” in this definition);
- (b) all glazing, window panes, window frames, doors, door frames, louvers,

- louver frames and internal finishes of any Coloured Areas;
- (c) internal partitions (whether structural or load bearing or not) inside the Coloured Areas and any slab separating different parts of the Coloured Areas and any beam or part of any beam supporting that slab;
 - (d) structural or load bearing elements inside the Coloured Areas;
 - (e) the inner half of any element (including ceiling or floor slab of the Coloured Areas), whether structural or load bearing or not, separating the Coloured Areas from any area which is coloured on the Plans as any other type of Common Parts, and any beam supporting that ceiling slab (if that element is a ceiling slab of the Coloured Areas);
 - (f) any water-proofing system on the top of the floor slab of any Coloured Areas;
 - (g) those parts of the façade, external walls and parapets of the Development which are for identification purpose coloured yellow on the elevation plans forming part of the Plans (including the glazing, windows, window panes, window frames, louvers, louvers frames, external finishes, claddings and architectural fins and features thereon, if any);
 - (h) the foundations of the Development;
 - (i) those Greenery Areas which are inside the Coloured Areas;
 - (j) the vertical greening in the Development which are (for identification purpose) marked “VERTICAL GREENING” on the elevation plans forming part of the Plans;
 - (k) Transformer Room Facilities;
 - (l) the Slope Structures (if any) within the Land;
 - (m) the Items, save to the extent forming part of the Residential Common Parts, Shops Common Parts or the Parking Common Parts (if any);
 - (n) the quarters for watchmen & caretakers (which is for identification purposes marked “QUARTERS FOR WATCHMEN & CARETAKERS” and coloured yellow on the 6th FLOOR PLAN (MECHANICAL FLOOR) annexed to this Deed), the Office Accommodation For Watchmen & Caretakers and the Owners’ Corporation or Owners’ Committee Office; and
 - (o) those Common Parts which:
 - (i) are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of the Government Accommodation, different Shops, Flats, and Parking Spaces; or
 - (ii) do not form part of the Residential Common Parts, Shops Common

Parts and Parking Common Parts.

“Development Management Expenses” means all Management Expenses which:

- (a) are attributable to the Development Common Parts, or for the common benefit of the Owners, occupiers, licensees or invitees of different Flats, Parking Spaces and Shops (whether or not the Owners, occupiers, licensees or invitees of the Government Accommodation are also benefited); or
- (b) do not form part of the Residential Management Expenses, Shops Management Expenses or the Parking Management Expenses;

“Development Rules” means rules governing the Land from time to time in force made under this Deed;

“Estimated Management Expenses” means any of the following (as the case may be):

- (a) the total proposed expenditure set out in the approved Budget for the Financial Year in question;
- (b) if and for so long as Clause 10.2(b)(i) applies, the Management Expenses (if any) for the previous Financial Year; and
- (c) if and for so long as Clause 10.2(e) applies, the Management Expenses for the previous Financial Year, together with the additional amount permitted under Clause 10.2(e);

and the expressions **“Estimated Development Management Expenses”** and **“Estimated Residential Management Expenses”**, **“Estimated Parking Management Expenses”** and **“Estimated Shops Management Expenses”** shall be construed accordingly;

“Financial Year” means 1st January to 31st December in any year except that the first Financial Year shall start on the date of this Deed and end on:

- (a) 31st December of the same year; or
- (b) if this Deed is executed after 30th September of that year, 31st December of the next year;

or such other period as may be decided by the Manager under Clause 10.19;

“Fire Safety Management Plan” means the fire safety management plan of the Development;

“First Assignee’s Unit” means [*] Shares and the attached Right to Occupy [*] of the Development;

“Flat” means a domestic unit in the Development, in respect of which the Right to

Occupy belongs to the Owner of the Shares allocated to such domestic unit, including:

- (a) any balcony, utility platform, flat roof or roof held with and forming part of such domestic unit, each balcony or utility platform forming part of any domestic unit is, for the purpose of identification, hatched black (in the case of a balcony) or stippled black (in the case of a utility platform) on the Plans;
- (b) railings or glass balustrades enclosing a balcony, utility platform, flat roof or roof held with and forming part of such domestic unit, and any acoustic lining of a balcony held with and forming part of such domestic unit;
- (c) all windows, glazing, window panes, window frames, doors, door frames, louvers, louver frames and internal finishes of such domestic unit;
- (d) all sanitary appliances in such domestic unit;
- (e) the staircases and landings, if any, inside such domestic unit or of any flat roof or roof held therewith and forming part thereof;
- (f) the non-structural or non-load bearing internal partitions of such domestic unit (or of any balcony, utility platform, flat roof or roof held with and forming part of the domestic unit);
- (g) the inner half of any non-structural or non-load bearing elements (including parapets and non-structural or non-load bearing walls) separating that domestic unit (or of any balcony, utility platform, flat roof or roof held therewith and forming part thereof) from any other domestic unit (or any balcony, utility platform, flat roof or roof held therewith and forming part thereof) or from any area which is coloured as a Common Part on the Plans;
- (h) air-conditioner platform(s) of the domestic unit, including any railing, grille and louvers enclosing such platform(s);
- (i) water-proofing system on the floor slab of such domestic unit or the balcony, utility platform, flat roof or roof held with and forming part of such domestic unit; and
- (j) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively the domestic unit or any or some of the above;

but shall exclude (notwithstanding paragraphs (a) to (j) of this definition):

- (1) the entire façade, external walls and parapets of the Development (and external finishes, claddings and architectural fins and features thereon, if any), other than the items included in paragraph (c) of this definition;
- (2) structural or load bearing elements enclosing, adjoining or inside the domestic unit (or any balcony, utility platform, flat roof or roof held with and forming part of the domestic unit);

- (3) any Conduits located inside such domestic unit, or any balcony, utility platform, flat roof or roof held with and forming part of the domestic unit, which do not exclusively serve the domestic unit, or any balcony, utility platform, flat roof or roof held therewith and forming part thereof, or any part thereof; and
- (4) any Items;

“**FSI**” means The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance Cap. 1015 of the Laws of Hong Kong and the expression “FSI” shall mean FSI in its capacity as the Owner of the Government Accommodation and, if the context so permits, the successors and assigns of FSI as Owner of the Government Accommodation;

“**Geotechnical Guidelines**” means “Geoguide 5 - Guide to Slope Maintenance” (as amended from time to time) and any other relevant geotechnical guidelines or regulations issued by the Geotechnical Engineering Office or any other Government department from time to time;

“**Government**” means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Government Accommodation**” shall have the same meaning as defined in Special Condition No. (13)(a) comprising:

- (a) the Residential Care Home for the Elderly (as defined in Special Condition No.(13)(a)(i)) which contains one residential care home for the elderly, one space for the parking of light buses licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belong to the occupiers of the residential care home for the elderly referred to in this sub-paragraph and their bona fide guests, visitors or invitees, one lay-by for the picking up and setting down of passengers from motor vehicles including taxis, ambulances and light buses in connection with the residential care home for the elderly referred to in this sub-paragraph and the day care centre for the elderly referred to in sub-paragraph (b) below and located on the same level of the day care centre for the elderly; and
- (b) the Day Care Centre for the Elderly (as defined in Special Condition No.(13)(a)(ii)) which contains one day care centre for the elderly and three spaces for the parking of light buses licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the day care centre for the elderly referred in this sub-paragraph

together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine (whose determination shall be conclusive and binding on all Owners), which is shown (for identification purpose) coloured violet on the Plans, in respect of which the Right to Occupy belongs to the Owner of the Shares allocated thereto; but excluding anything which forms part of the Items;

“Government Accommodation Maintenance Expenses” means all costs expended by the Manager under Clause 8.9 in carrying out such maintenance of, at the request of the Owner of the Government Accommodation, the services, facilities and installations exclusively serving the Government Accommodation;

“GPA” means the Government Property Administrator, Government Property Agency of 31st Floor, Revenue Tower, No. 5 Gloucester Road, Wanchai, Hong Kong; and shall include his successors-in-title and any other officer or department of the Government or any government or administrative authorities holding or bearing whatsoever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator;

“Greenery Areas” means the areas in the Development landscaped in accordance with Special Condition No. (10)(b) which are for identification purposes edged by red broken lines on the Plans (for the avoidance of doubt, the term “Greenery Areas” used in this Deed includes but is not restricted to “the Greenery Area” referred to in Special Condition No. (10)(b)(ii));

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Items” means the items referred to in Special Condition No. (26)(a), namely:

- (a) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (b) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development;
- (c) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development;
- (d) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (e) all other common parts and facilities serving the Government Accommodation and the remainder of the Development;

“Land” means the parcel of land registered in the Land Registry as Tuen Mun Town Lot No. 499; and, where the context permits, shall include the Development thereon;

“Land Grant” means the Agreement and Conditions of Sale of Tuen Mun Town Lot No. 499 dated 11 June 2014 deposited and registered in the Land Registry as New Grant No. 21830 including all amendments, variations, modifications or extensions

thereof or waivers or consents or no-objections by the Government of or in relation to any provision contained therein, made or effected from time to time after the date of the Land Grant;

“**Management Expenses**” means the Management Expenses more particularly described in Clause 10.1 but excluding the Government Accommodation Maintenance Expenses;

“**Management Fees Deposit**” means a sum equal to 3 months’ Monthly Management Fees payable for a Unit (except the Government Accommodation) during the first Financial Year, subject to such increase referred to under Clause 10.5(c);

“**Management Funds**” means all moneys held by the Manager under this Deed including payments on account of Monthly Management Fees, Advance Payments, Management Fees Deposits, Common Utilities Deposits, Debris Removal Charges and the Special Fund;

“**Management Shares**” means the management shares allocated to the Units (except the Government Accommodation) in accordance with Schedule 2;

“**Manager**” means the Company or any other manager from time to time appointed as manager of the Land under this Deed and, in the absence of any such appointment, the Owners’ Committee;

“**Manager’s Remuneration**” means the remuneration to the Manager for managing the Land under this Deed;

“**Monthly Management Fees**” means the monthly management fees payable by an Owner in respect of each Unit which he has the Right to Occupy, calculated in accordance with Clause 10.3(c);

^θ [“**Mortgage**” means the Debenture entered into between the First Owner and the Mortgagee on 6 August 2014 and registered at the Land Registry with the Memorial No.14081502390054;]

“**NIAR**” means the noise impact assessment report prepared under Special Condition No. (54);

“**Noise Mitigation Measures**” means the noise mitigation measures mentioned in the NIAR the use and locations of which are set out in Appendix 2 hereto;

“**Office Accommodation For Watchmen & Caretakers**” means the Office Accommodation For Watchmen & Caretakers of the Development which is for identification purposes marked “OFFICE ACCOMMODATION FOR WATCHMEN & CARETAKERS” and coloured yellow on the 5th FLOOR PLAN (RESIDENTIAL RECREATIONAL FACILITIES) annexed to this Deed;

“**Ordinance**” means the Building Management Ordinance (Cap. 344);

“**Owner**” means a person who for the time being appears from the records at the Land

Registry to be the owner of a Share and a registered mortgagee in possession of a Share; and for this purpose, “**registered mortgagee**” means:

- (a) a person to whom the interest of a person referred to above in the Development has been mortgaged or charged under a mortgage or charge which has been registered in the Land Registry; and
- (b) a person in whose favour a charge upon a Unit has been created by virtue of any Ordinance;

“**Owners’ Committee**” means a Committee of the Owners formed under Clause 12;

“**Owners’ Corporation**” means a corporation of Owners formed under the Ordinance;

“**Owners’ Corporation or Owners’ Committee Office**” means the Owners’ Corporation or Owners’ Committee Office of the Development which is for identification purposes marked “OWNERS’ CORPORATION OR OWNERS’ COMMITTEE OFFICE” and coloured yellow on the 6th FLOOR PLAN (MECHANICAL FLOOR) annexed to this Deed;

“**Parking Common Parts**” means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Parking Spaces, visitors’ parking spaces and bicycle parking spaces (whether or not the same are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of the Government Accommodation as well); and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured brown on the Plans (collectively the “**Coloured Areas**” in this definition);
- (b) all glazing, window panes, window frames, doors, door frames, louvers, louver frames and internal finishes of any Coloured Areas;
- (c) non-structural or non-load bearing internal partitions inside the Coloured Areas;
- (d) any water-proofing system on the top of the floor slab of any Coloured Areas;
- (e) the inner half of any non-structural or non-load bearing elements separating the Coloured Areas from area which is coloured on the Plans as another type of Common Parts;
- (f) all those Items (which are non-structural and non-loading bearing in nature) which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Parking Spaces, visitors’ parking spaces and bicycle parking spaces (whether or not the same are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of the Government Accommodation as well) and not for the use and benefit of the Owners, occupiers, licensees and invitees of the Flats or a Shop;

and

- (g) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above;

“Parking Management Expenses” means all Management Expenses which are attributable to the Parking Common Parts or for the common benefit of Owners, occupiers, licensees or invitees of different Parking Spaces, visitors’ parking spaces and bicycle parking spaces (whether or not the Owner, tenants, occupiers, licensees or invitees of the Government Accommodation are also benefited);

“Parking Space” means a parking space for the parking of motor vehicles provided under Special Condition No. (39)(a)(i) of the Land Grant or Special Condition No. (39)(b)(i) of the Land Grant or a parking space for the parking of motor cycles provided under Special Condition No. (39)(d)(i) of the Land Grant as shown on the approved carpark layout plan deposited under Special Condition No. (45) of the Land Grant, in respect of which the Right to Occupy belongs to the Owner of the Shares allocated to such parking space, and all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively that parking space, excluding for the avoidance of doubt the visitors’ parking spaces referred to in item (j) under the definition of “Residential Common Parts”;

“Plans” means the plans annexed to this Deed as Appendix 1, the accuracy of which has been certified by or on behalf of the Authorized Person;

“Recreational Facilities” means those areas of the Development which are coloured (for identification purpose) orange hatched black on the Plans and the recreational and sporting facilities from time to time provided in such areas for use by the residents of the Flats in the Development and their bona fide guests and visitors, together with all facilities and areas ancillary thereto;

“Residential Common Parts” means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Flats (whether or not the Owner, tenants, occupiers, licensees or invitees of the Government Accommodation are also benefited); and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured orange and orange hatched black on the Plans (collectively the **“Coloured Areas”** in this definition);
- (b) all glazing, window panes, window frames, doors, door frames, louvers, louver frames and internal finishes of any Coloured Areas;
- (c) internal partitions (whether structural or load bearing or not) inside the Coloured Areas;
- (d) the inner half of any non-structural or non-load bearing element separating the Coloured Areas from any area which is coloured on the Plans as another type of Common Parts;

- (e) any water-proofing system on the top of the floor slab of any Coloured Areas;
- (f) the structural and load bearing elements of the Development which only serves or supports the Flats and/or any Coloured Areas;
- (g) those parts of the façade, external walls and parapets of the Development which are for identification purpose coloured orange and orange hatched black on the elevation plans forming part of the Plans (including the glazing, windows, window panes, window frames, louvers, louvers frames, external finishes, claddings and architectural fins and features thereon, if any) and those parts of the façade, external walls and parapets of the Development on 7th Floor and above;
- (h) the Recreational Facilities and the Covered Landscaped Area;
- (i) the loading and unloading bay which is (for identification purpose) marked “L/UL” (with a number) and coloured orange on the Ground Floor Plan of the Plans;
- (j) the visitors’ parking spaces (inclusive of two such spaces for disabled persons (which are (for identification purpose) marked “V4” and “V5” on the Basement Floor Plan of the Plans)) which are (for identification purpose) marked “VPS” and coloured orange on the Plans;
- (k) the bicycle parking spaces which are (for identification purpose) marked with “BPS” and coloured orange on the Basement Floor Plan of the Plans;
- (l) those Greenery Areas which are inside the Coloured Areas;
- (m) all those Items which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Flats (whether or not the same are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of the Government Accommodation as well) and not for the use and benefit of the Owners, occupiers, licensees and invitees of the Parking Spaces or a Shop; and
- (n) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above;

“**Residential Management Expenses**” means all Management Expenses which are attributable to the Residential Common Parts or for the common benefit of Owners, occupiers, licensees or invitees of different Flats (whether or not the Owner, occupiers, licensees or invitees of the Government Accommodation are also benefited);

“**Right to Occupy**” means the exclusive right and privilege of an Owner, vis-à-vis the other Owners, and the Manager or (as the case may be) the Owners’ Corporation as owner of the Common Parts Shares, to hold, use, occupy and enjoy a Unit attached to any Share owned by him and to receive the rents and profits arising from the Unit;

“**Share**” means an equal undivided share in the Land and the Development;

“**Shop**” means a commercial unit in the Development, in respect of which the Right to Occupy belongs to the Owner of the Shares allocated to such commercial unit, which is (for identification purpose) coloured:

- (i) pink stippled black on the Ground Floor Plan and the Elevation Plans of the Plans in the case of Shop 1;
- (ii) pink hatched black on the Ground Floor Plan and the Elevation Plans of the Plans in the case of Shop 2;
- (iii) pink cross hatched black on the Ground Floor Plan and the Elevation Plans of the Plans in the case of Shop 3;
- (iv) pink on the Plans in the case of the Shopping Arcade (which includes the flat roofs held therewith); or

(the areas so coloured as a commercial unit will be referred to as the “**Coloured Areas**” in respect of that commercial unit in this definition), including:

- (a) all glazing, window panes, window frames, doors, door frames, louvers, louver frames and internal finishes of the Coloured Areas;
- (b) all sanitary appliances in the Coloured Areas;
- (c) the non-structural or non-load bearing internal partitions of the Coloured Areas;
- (d) the inner half of any non-structural or non-load bearing elements (including parapets and non-structural or non-load bearing walls) separating the Coloured Areas from any area which forms part of another commercial unit or which is coloured a Common Part on the Plans;
- (e)
 - (i) any slab separating different parts of that Coloured Areas and any beam or part of any beam supporting that slab;
 - (ii) the lower half of any ceiling slab of the Coloured Areas separating the Coloured Areas from any area which forms part of another commercial unit, and any beam or part of a beam supporting the same;
 - (iii) the upper half of any floor slab of the Coloured Areas separating the Coloured Areas from any area which forms part of another commercial unit;
- (f) water-proofing system on the floor slab of the Coloured Areas;
- (g) the shop front of the Coloured Areas;
- (h) those parts of the façade, external walls, parapets and signages of the Development which are for identification purpose coloured,

- (i) in the case of Shop 1, pink stippled black;
- (ii) in the case of Shop 2, pink hatched black;
- (iii) in the case of Shop 3, pink cross hatched black; or
- (iv) in the case of the Shopping Arcade (which includes the flat roofs held therewith), pink

on the elevation plans forming part of the Plans (including the glazing, windows, window panes, window frames, louvers, louvers frames, external finishes, claddings and architectural fins and features thereon, if any);

- (i) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above;

but shall exclude (notwithstanding paragraphs (a) to (i) of this definition):

- (1) any Conduits located inside the Coloured Areas, which do not exclusively serve the Coloured Areas or any part thereof;
- (2) structural or load bearing elements enclosing, adjoining or inside the Coloured Areas save as those referred to in (e) above; and
- (3) any Items;

“**Shops Common Parts**” means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Shops (whether or not the Owner, tenants, occupiers, licensees or invitees of the Government Accommodation are also benefited); and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured indigo on the Plans (collectively the “**Coloured Areas**” in this definition);
- (b) the loading and unloading bays on the ground floor of the Development which said loading and unloading bays are for identification purpose marked “L/UL” (with a number) and coloured indigo on the Ground Floor Plan of the Plans;
- (c) any wall separating any Coloured Areas from any area coloured as a part of the Government Accommodation on the Plans (which said wall forms part of the Items); and
- (d) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above;

“**Sign**” includes any sign, flags, poles, visual display, hoarding, showcase, signboard, bill plate, fascia, poster, advertisement, banner or other similar fixture or fitting (illuminated or otherwise);

“**Slope Maintenance Manuals**” means the slope maintenance manual(s) for the Slope Structures, prepared by the designer of the Slope Structures pursuant to the Geotechnical Guidelines;

“**Slope Structures**” means all slopes, slopes treatment works, retaining walls and other structures within or outside the Land to be maintained by the Owners under the Land Grant, if any;

“**Special Condition**” means a Special Condition of the Land Grant;

“**Special Fund**” means the fund referred to in Clause 10.4;

“**Special Fund Initial Contribution**” means a sum equal to 2 months’ Monthly Management Fees payable for a Unit (except the Government Accommodation) during the first Financial Year;

“**Transformer Room Facilities**” means the transformer rooms in the Development (which are for identification purpose marked “TRANSFORMER ROOM” on the Ground Floor Plan of the Plans), cable accommodations and all associated facilities;

“**Unit**” means a Flat, a Parking Space, a Shop or the Government Accommodation; and shall, where the context permits, include the Shares allocated to and the attached Right to Occupy that Flat, that Parking Space, that Shop or the Government Accommodation (as the case may be);

“**W&I Maintenance Manual**” shall have the meaning given in Clause 14.15 and shall include all revisions thereto made in accordance with this Deed;

“**Works and Installations**” means all major works and installations in the Development which will require regular maintenance on a recurrent basis which said works and installations in the Development are listed out in Schedule 10.

2. **INTERPRETATION**

In this Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include every gender;
- (c) words importing persons include firms, companies, corporations and unincorporated bodies and vice versa;
- (d) references to Clauses, Schedules and Appendices are references to the relevant clause in or schedule or appendix to this Deed;
- (e) the index and headings to the Clauses, Schedules, Appendices and paragraphs shall not affect the interpretation of this Deed;

- (f) references to a specific ordinance include any extension, modification or re-enactment of that ordinance and any delegated legislation made under it;
- (g) references to any obligation on any person not to do any act or thing include an obligation not to allow that act or thing to be done by another person;
- (h) without prejudice to any other provisions of this Deed, references to any Government bureau, department or official shall include a reference to any other Government bureau, department or official from time to time substituting the first mentioned Government bureau, department or official or performing (in whole or in part) such of the functions performed by the first mentioned Government bureau, department or official on the date of execution of this Deed as are relevant for the purpose of this Deed;
- (i) references to “**law**” include all rules of common law and equity, ordinances, subsidiary and subordinate legislation, orders, rules and regulations, any other matters having the force of law, any notice, order, demand or communication of a similar nature issued pursuant to any of the above or any order, decree, judgment, award or decision of any court or tribunal;
- (j) references to “**losses**” or “**liabilities**” include all liabilities, damage, loss, damages, costs, disbursements, expenses, claims and proceedings;
- (k) references to any Unit, Flat, Parking Space, Shop, the Government Accommodation, the Common Parts, the Development Common Parts, the Shops Common Parts, the Residential Common Parts, the Parking Common Parts, the Development and the Land are references to each and every part thereof;
- (l) references to “**management of the Land**” means the control, management, maintenance and administration of the Land and include the performance of the Manager’s duties and the exercise of the powers of the Manager under this Deed and “**manage**” shall be construed accordingly;
- (m) where under this Deed the Manager has the power or right to make any decision, form any opinion or give or withhold any consent or approval, such power or right shall be exercised in its reasonable discretion and such consent or approval must not be unreasonably withheld provided that such decision, opinion, consent or approval shall not be binding on the Owner of the Government Accommodation;
- (n) any consent, approval or authorisation to be given by the Manager must be prior consent, approval or authorisation in writing and signed by it or on its behalf to be effective under this Deed;
- (o) the rights of the Owner of a Shop or the Government Accommodation may be exercised in accordance with this Deed by an Owner of a part of the Shop or (as the case may be) the Government Accommodation in respect of the part he owns; and

- (p) in construing this Deed, the ejusdem generis rule of construction shall not apply.

3. RECITALS

- 3.1 First Owner's title. Immediately before the assignment to the First Assignee referred to in Clause 3.4, the First Owner was the registered owner and was in possession of the Land ⁰ [subject to the Mortgage].
- 3.2 The Development. The Development consists of, inter alia:
- (a) the Parking Spaces on the Basement Floor;
 - (b) the Government Accommodation on the Basement Floor to 5th Floor;
 - (c) four Shops on the Ground Floor to 2nd Floor;
 - (d) the Recreational Facilities on the 5th Floor;
 - (e) the Covered Landscaped Area on 5th Floor and 6th Floor; and
 - (f) the Flats on the 7th Floor and above.
- 3.3 Allocation of Shares. For the purposes of sale, the Land has been notionally divided into Shares which have been allocated as provided in Schedule 1.
- 3.4 Assignment to the First Assignee. ⁰ [By a partial [release][reassignment] of the same date as this Deed, the First Assignee's Unit was [released from the Mortgage][reassigned by the Mortgagee to the First Owner].] By an assignment of the same date as this Deed made between the First Owner and the First Assignee, the First Owner assigned the First Assignee's Unit to the First Assignee.
- 3.5 Purpose of Deed. The parties have agreed to enter into this Deed to define the rights and obligations of the Owners, regulate the management of the Land and apportion the Management Expenses.

4. RIGHTS AND OBLIGATIONS OF OWNERS

- 4.1 First Owner. The First Owner shall have the Right to Occupy the entire Land (other than the First Assignee's Unit and the Common Parts) subject to and with the benefit of this Deed ⁰ [and subject to the Mortgage (to the extent the same continues to subsist)].
- 4.2 First Assignee. The First Assignee shall, subject to and with the benefit of this Deed, have the Right to Occupy the First Assignee's Unit to the exclusion of the First Owner.

4.3 Rights of all Owners. Each Owner shall hold his Share(s) and the attached Right to Occupy subject to and with the benefit of this Deed and the rights contained in Schedule 3.

4.4 Owners bound by this Deed. Without prejudice to the rights of:

- (a) the First Owner in Clause 5.1 and Schedule 6; and
- (b) the Owner of a Shop in Clause 5.2 and Schedule 7;
- (c) the Owner of the Government Accommodation in Clause 5.3 and Schedule 8;

each Owner (including the First Owner but excluding the Owner of the Government Accommodation) shall observe and perform the covenants contained in Schedule 5.

4.5 Right to assign without reference to other Owners. Subject to the Land Grant and this Deed, every Owner shall have the right without reference to the other Owners or the Manager to sell, assign, charge, mortgage, lease, licence or otherwise dispose of or deal with his Shares together with the attached Right to Occupy if such transaction is expressly made subject to and with the benefit of this Deed.

4.6 Right to Occupy not to be dealt with separately from Shares. The Right to Occupy any Unit shall not be sold, assigned, charged, mortgaged, leased, licensed or otherwise disposed of or dealt with separately from the Shares to which it is attached other than by a lease or tenancy or a contractual licence.

4.7 Owner to be responsible for acts or omissions of occupiers. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers of the Land and their licensees against all losses incurred by it or them as the direct or indirect result of the act or omission of himself or any occupier of the Unit which he has the Right to Occupy or their respective licensees or invitees or in any way owing to the overflow of water or escape of fire, smoke or fumes or any other emission therefrom.

5. ADDITIONAL RIGHTS

5.1 First Owner. The rights set out in Schedule 6 are excepted and reserved to the First Owner so long as it remains the beneficial owner of any part of the Land and any Share allocated thereto and may be exercised by the First Owner in accordance with the provisions in Schedule 6.

5.2 The Owner of a Shop. The Owner of a Shop shall have the additional rights set out in Schedule 7.

5.3 FSI. FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner or occupier of the Government Accommodation shall have the additional rights set out in Schedule 8. Such rights and all other rights, easements and privileges of FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner or occupier of the Government Accommodation under this Deed may be exercised from

time to time without the permission, approval, consent or concurrence of any other Owner, the Manager, the Owners' Corporation or any other person.

5.4 Additional rights subject to rights of FSI. Notwithstanding anything in this Deed:

- (a) the additional rights conferred under Clause 5.1, Clause 5.2, Schedule 6 and Schedule 7 shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges of FSI under this Deed and the Land Grant;
- (b) no Owner shall represent FSI or GPA in any dealings with the Government directly affecting the Government Accommodation, and whether a dealing directly affects the Government Accommodation shall be determined by GPA in its sole discretion; and
- (c) no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation save and except where required by or with the prior consent of the Owner of the Government Accommodation.

6. POWER OF ATTORNEY

6.1 Power. Subject to Clause 5.4(b) and save and except the Owner of the Government Accommodation, the Owners hereby jointly and severally and irrevocably appoint the First Owner as their agent and attorney and grant to the First Owner the power to do all things and to execute as their own act such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the First Owner's rights conferred by Clause 5.1 and Schedule 6.

6.2 Covenant in assignment. An Owner (other than the First Owner and the Owner of the Government Accommodation) shall not be entitled to assign his Shares unless the assignment includes the following covenant:

“The Purchaser hereby covenants with the Vendor for itself and as agent of Champ Success Development Limited and its successors, assigns and attorneys (collectively referred to as the “**Relevant Owners**” and each is individually referred to as a “**Relevant Owner**”) to the intent that this covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “**Covenanting Purchaser**”) and shall enure for the benefit of the Tuen Mun Town Lot No. 499 and the buildings thereon known as “T Plus (菁雋)” (collectively, the “**Land**”) and be enforceable by the Vendor and each Relevant Owner that:-

- (a) the Covenanting Purchaser will notify the Manager (as defined in the Deed of Mutual Covenant) in writing of any change of ownership of the Property within one month from the date of the Assignment in respect thereof;
- (b) the Covenanting Purchaser hereby acknowledges and confirms the rights

conferred by Clause 5.1 and Schedule 6 of the Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.[*insert memorial no. here*] (the “**Deed of Mutual Covenant**”) (collectively, the “**Additional Rights**” and each an “**Additional Right**”) and hereby covenants not to do or permit to be done anything which will affect the exercise of the Additional Rights by a person lawfully entitled to exercise them;

- (c) the Covenancing Purchaser hereby irrevocably appoints each Relevant Owner to be its agent and attorney and grants to each Relevant Owner, with full power of delegation, the full right, power and authority acting singly to do all things and to execute as its own act such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the Additional Rights granted to the Relevant Owner. If the Relevant Owner comprises more than one person, the Covenancing Purchaser hereby appoints such persons (such appointment shall be joint and several so that each of such persons may act singly or jointly with the other(s)) as its agents and attorneys and grants to such persons, with full power of delegation, the full right, power and authority, whether acting singly or jointly with the other or any or all of the others to do all things and to execute, as the act of any of such person or the joint act of such person and the others or any or all of the others, as the case may be, such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the said rights;
- (d) the Covenancing Purchaser shall abide by the provisions in the Deed of Mutual Covenant to be observed and performed by an Owner (as defined in the Deed of Mutual Covenant);
- (e) the Covenancing Purchaser will at all times hereafter perform observe and comply with all the covenants by or on the part of the Purchaser contained in this Assignment; and
- (f) in the event of the Covenancing Purchaser selling or otherwise disposing of the Property, the Covenancing Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (a), (b), (c), (d) and (e) and this covenant (f) hereinbefore contained;

Provided That upon the Covenancing Purchaser complying with and performing the covenant (f) hereinbefore contained the Covenancing Purchaser shall not be liable for any breach of the aforesaid covenants (a), (b), (c), (d) and (e) which may happen after the Covenancing Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (a), (b), (c), (d), (e) and (f) as aforesaid.”

7. APPOINTMENT OF MANAGER

7.1 Appointment of the Company as Manager. Subject to the provisions of the Ordinance, the parties (other than the Company) appoint the Company to undertake the management of the Land from (and inclusive of) the date of this Deed for an initial term of 2 years until terminated in accordance with this Clause 7, and the Company accepts such appointment.

7.2 Termination of Manager's Appointment by the Manager or Owner's Committee.

- (a) The appointment of the Manager may be terminated as follows:
 - (i) 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 the Owners voting either personally or by proxy in an Owners' meeting convened under this Deed and supported by Owners of not less than 50% of the Shares in aggregate (excluding the Common Parts Shares) and by giving the Manager 3 months' notice in writing; or
 - (ii) by the Manager serving notice in accordance with Clause 7.2(b).
- (b) 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 Development.
- (c) The notice referred to in Clause 7.2(b)(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.
- (d) If the Manager's appointment is terminated or comes to an end by whatever reason, the Owners' Committee shall by a majority resolution appoint a substitute or new Manager and the provisions contained in this Clause 7 shall apply to the substitute or new Manager (other than the provisions relating to the initial term of 2 years). Until appointment of the substitute or new Manager, the Owners' Committee shall act as the Manager.

7.3 Termination of Manager's appointment by Owners' Corporation

- (a) Subject to Clause 7.3(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 Shares in aggregate,terminate by notice the Company's appointment without compensation.
- (b) A resolution under Clause 7.3(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 Company for the payment to the Company of a sum equal to the amount of Manager's Remuneration which would have accrued to the Company during that period;
 - (iii) the notice is accompanied by a copy of the resolution terminating the Company's appointment; and
 - (iv) the notice and the copy of the resolution is given to the Company within 14 days after the date of the meeting.
- (c) The notice and the copy of the resolution referred to in Clause 7.3(b)(iv) may be given:
 - (i) by delivering them personally to the Company; or
 - (ii) by sending them by post to the Company at its last known address.
- (d) For the purposes of Clause 7.3(a):
 - (i) only the Owners of Shares who pay or who are liable to pay the Management Expenses relating to those Shares shall be entitled to vote;
 - (ii) the reference in Clause 7.3(a)(ii) to "the Owners of not less than 50% of the Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Shares in aggregate who are entitled to vote.
- (e) If a contract for the appointment of a Manager other than the Company contains no provision for the termination of the Manager's appointment, Clauses 7.3(a), (b), (c) and (d) apply to the termination of the Manager's appointment as they apply to the termination of the Company's appointment.

- (f) Clause 7.3(e) operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the Company to terminate the appointment of the Manager.
- (g) If a notice to terminate a Manager's appointment is given under this Clause 7.3:
 - (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 7.3(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 Owners' Corporation has appointed a Manager under Clause 7.3(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 7.3(g)(ii) that may otherwise render that person liable for a breach of that undertaking or agreement.
- (i) This Clause 7.3 is subject to any notice relating to the Land that may be published by the Secretary for Home Affairs (or any other Government officer replacing him) under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section to the intent that this Clause 7.3 shall not apply if and for so long as the Secretary for Home Affairs (or any other Government officer replacing him) has made a notification that paragraph 7 of Schedule 7 of the Ordinance does not apply to the Development pursuant to Section 34E(4) of the Ordinance.

7.4 Obligations after Manager's appointment ends.

- (a) Subject to Clause 7.4(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 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; and

- (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of account, papers, documents and other records which are required for the purposes of Clause 7.4(b)(i) and have not been delivered under Clause 7.4(a).

8. DUTIES AND POWERS OF MANAGER

8.1 General Management. The Manager shall manage the Land in a proper manner in accordance with this Deed. Except as otherwise provided in this Deed, the Manager shall have the powers set out in Schedule 9 and the power to do anything else which it considers is necessary or expedient for the proper management of the Land.

8.2 Manager's acts and decisions binding on Owners.

- (a) Subject to the provisions of the Ordinance, the Manager will have the authority to act for and on behalf of all Owners (save and except the Owner of the Government Accommodation) in accordance with the provisions of this Deed, and all acts and decisions of the Manager done or arrived in accordance with the provisions of this Deed shall bind the Owners.
- (b) Subject to Clause 8.8, each Owner (save and except the Owner of the Government Accommodation) hereby irrevocably appoints the Manager as its agent in respect of any matter concerning the Common Parts duly authorised under this Deed and to enforce the provisions of this Deed against the other Owners (save and except the Owner of the Government Accommodation).

8.3 Manager not liable to Owners except in certain circumstances. The Manager, its employees or agents shall not be liable to any Owner or other person whomsoever for anything done or omitted in pursuance or purported pursuance of this Deed not being an act or omission involving criminal liability, dishonesty or negligence. Without limiting the generality of this, the Manager, its employees or agents shall not be liable for any liabilities arising directly or indirectly from:

- (a) any defect in or failure or malfunction of any of the Common Parts, the Slope Structures or fire service installations;

- (b) any failure, malfunction or suspension of the supply of water, gas, electricity or other utility services to, from or for the Land;
- (c) fire, flood or the overflow or leakage of water;
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin;
- (e) theft or burglary; or
- (f) the failure in carrying out the maintenance, testing and commissioning referred to in Clause 14.19(b)(iv) and the submission of the maintenance certificate to the Fire Services Department if the failure is caused by any reason beyond the control of the Manager (including the lack of cooperation of any Owner).

unless it can be shown that such liabilities were caused by an act or omission of the Manager, its employees or agents involving criminal liability, dishonesty or negligence and Provided That the Monthly Management Fee shall not cease to be payable on account thereof.

- 8.4 Limitation of Manager's power on improvements to Common Parts. The Manager shall not effect any improvements to the Common Parts costing more than 10% of the current Budget without the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed.
- 8.5 Works. Notwithstanding anything in this Deed, the Manager shall not be under any personal liability to carry out any works (including those relating to the Slope Structures, 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 the Owners (save and except the Owner of the Government Accommodation).
- 8.6 Compliance with Land Grant. The Manager shall, for so long as he remains to be the Manager comply with all provisions of the Land Grant.
- 8.7 Communications among Owners. The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Land.
- 8.8 Limitation of Manager's powers vis-à-vis FSI. Notwithstanding anything in this Deed:
- (a) the exercise of the Manager's powers and performance of the Manager's duties under this Deed shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI under this Deed and the Land Grant;
 - (b) the Manager shall not represent FSI or GPA in any dealings with the Government; and

- (c) any consent that the Owner of the Government Accommodation is required under this Deed to obtain from the Manager shall not be unreasonably withheld and the Owner of the Government Accommodation shall not be required to pay any amount in relation to an application for and the grant of such consent.

8.9 Maintenance of Government Accommodation. The Owner of the Government Accommodation shall manage and maintain the Government Accommodation. Notwithstanding the aforesaid, upon the request of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations exclusively serving the Government Accommodation and will be reimbursed with the costs expended in carrying out such maintenance on condition that the Manager shall not carry out such maintenance until the Manager has:

- (a) submitted an estimate of the costs (together with supporting documents and any other relevant information considered necessary by the Owner of the Government Accommodation); and
- (b) the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance works to be carried out.

8.10 Items. The Manager shall properly manage and maintain the Items. The Owners (excluding the Owner of the Government Accommodation) shall indemnify and keep indemnified FSI and the Government against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatever nature arising out of or as a consequence of the failure of the Owners (excluding the Owner of the Government Accommodation) and the Manager to maintain the Items.

8.11 Insurance. The Manager (unless otherwise directed by the Owners' Corporation) shall be responsible for taking out and updating such insurance as referred to in and in such manner as provided for in paragraph 2 of Schedule 9.

8.12 No indemnity. No Owner will be required to indemnify the Manager or its employees, agents or contractors from and against any action, claim, etc. arising out of any act or omission of the Manager or his employees, agents or contractors.

8.13 Record of consent on linking or merging of Flats. The Manager shall deposit in the management office the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under paragraph 4(j) of Schedule 5 for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund.

9. MANAGER'S REMUNERATION

9.1 Manager's Remuneration. The Manager's Remuneration in a Financial Year shall be 10% of the total Management Expenses incurred in the Financial Year Provided That:

- (a) such percentage may be varied by a resolution at meetings of the Owners convened under this Deed;
- (b) for the purpose of this Clause 9.1, Management Expenses shall not include:
 - (i) any capital expenditure or expenditure drawn out of the Special Fund (in this Clause 9.1, “**Capital Expenditure**”) save to the extent that the same has been permitted by a resolution passed at an Owners’ meeting convened under this Deed for inclusion for the purpose of calculating the Manager’s Remuneration; and
 - (ii) the Manager’s Remuneration; and
- (c) the Owners may by a resolution passed at an Owners’ meeting convened under this Deed decide that a percentage lower than that provided under the previous provisions of this Clause 9.1 shall, for the purpose of calculating the Manager’s Remuneration, be applied to the Capital Expenditure included under Clause 9.1(b)(i).

9.2 Manner of Payment. The Manager’s Remuneration shall be paid to the Manager in advance on the first day of each month of the Financial Year concerned by deductions made by the Manager from the Monthly Management Fees collected from the Owners. Such deductions shall be in priority to all other payments to be made out of the Management Funds. The amount of each deduction shall be:

$$\frac{\mathbf{a}}{\mathbf{b}}$$

where:

“**a**” is the amount which would be payable as Manager’s Remuneration in the Financial Year if the Estimated Management Expenses were the actual Management Expenses incurred in the Financial Year; and

“**b**” the total number of months in that Financial Year.

9.3 Increase in monthly deduction. If, as a result of a revision of the Budget in accordance with Clause 10.2(c) or the approval of a Budget, the amount of Estimated Management Expenses is increased, each deduction to be made by the Manager in the Financial Year under Clause 9.2 shall be increased by:

$$\frac{\mathbf{c} - \mathbf{d}}{\mathbf{e}}$$

where:

“**c**” is the amount which would be payable as Manager’s Remuneration in the Financial Year if the Estimated Management Expenses set out in the revised or approved Budget were the actual Management Expenses incurred in the Financial Year;

“d” is the amount which would be payable as Manager’s Remuneration in the Financial Year if the Estimated Management Expenses before the revision or approval of the Budget were the actual Management Expenses incurred in the Financial Year; and

“e” is the number of further deductions which the Manager is entitled to make in the Financial Year under Clause 9.2.

9.4 Year-end adjustments. If the total amount deducted under Clauses 9.2 and 9.3 by the Manager in a Financial Year:

(a) exceeds the amount of Manager’s Remuneration calculated in accordance with Clause 9.1, the amount of the excess shall be set off against subsequent deductions to be made by the Manager until the whole excess has been set off; or

(b) falls short of the amount of Manager’s Remuneration calculated in accordance with Clause 9.1, the Manager shall be entitled to make such deduction(s) from Monthly Management Fees collected from the Owners until the whole amount of the shortfall has been deducted.

9.5 Other Expenses. The Manager’s Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not cover disbursements and expenses properly incurred by the Manager in performing its services under this Deed. Without limiting the generality of the foregoing, the Manager is not required to disburse or provide from the Manager’s Remuneration the cost of providing any staff, facilities, accountancy services or other professional supervision for the Land, such cost shall be a direct charge on the Management Funds.

10. MANAGEMENT EXPENSES

10.1 Management Expenses. Management Expenses shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Land under this Deed including (without limitation) the following:

(a) the charges for the supply and consumption of fuel, oil, electricity, gas, water, telephone and other utility services serving the Common Parts;

(b) the payment of Government rent (if not apportioned) and all sums (other than the premium paid for the grant of the Land) payable under the Land Grant;

(c) the cost of employing staff involved with the management of the Land including staff uniform, salary, bonus, over-time pay, provisions for long service pay, contribution to mandatory provident fund, medical and dental scheme payments and other employment benefits;

(d) legal, accounting, surveying and other professional fees properly incurred by the Manager in exercising or performing its powers and duties under this Deed;

- (e) administrative and/or supervisory expenses of the Manager relating specifically to the Manager exercising or carrying out its powers and duties under this Deed including (without limitation) costs for administrative and/or supervisory (including provision of associated facilities and information technology) support charged by the head office of the Manager;
- (f) all charges, assessments, impositions and other outgoings in respect of the Common Parts;
- (g) the cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Development;
- (h) premia for any insurance taken out by the Manager under this Deed;
- (i) the Manager's Remuneration; and
- (j) all expenses incurred in relation to the Slope Structures.

Notwithstanding anything in this Deed, Management Expenses shall not include Government Accommodation Maintenance Expenses.

10.2 Budget.

- (a) In respect of each Financial Year, the Manager shall:
 - (i) prepare a draft Budget setting out the proposed expenditure during the Financial Year;
 - (ii) send a copy of the draft Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft Budget a notice inviting each Owner to send his comments on the draft Budget to the Manager within a period of 14 days from the date the draft Budget was sent to the Owners' Committee or first displayed;
 - (iv) after the end of that period, prepare a Budget specifying the total proposed expenditure during the Financial Year; and
 - (v) send a copy of the Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (b) Where, in respect of a Financial Year, the Manager has not complied with Clause 10.2(a) before the start of that Financial Year, the proposed Management Expenses for that year shall:

- (i) until it has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous Financial Year; and
 - (ii) when it has so complied, be the total proposed expenditure specified in the Budget for that Financial Year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (c) Where a Budget has been sent or displayed in accordance with Clause 10.2(a)(v) and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised Budget as apply to the draft Budget and Budget by virtue of Clause 10.2(a).
- (d) Where a revised Budget is sent or displayed in accordance with Clause 10.2(c), 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.
- (e) If there is an Owners' Corporation and, within a period of one month from the date that a Budget or revised Budget for a Financial Year is sent or first displayed in accordance with Clause 10.2(a) or (c), the Owners' Corporation decides, by a resolution of the Owners, to reject the Budget or revised Budget, as the case may be, the proposed Management Expenses for the Financial Year shall, until another Budget or revised Budget is sent or displayed in accordance with Clause 10.2(a) or (c) and is not so rejected under this Clause 10.2(e), 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.
- (f) If any Owner (except the Owner of the Government Accommodation) 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 Owner.
- (g) The Budget shall set out, in separate sections, the proposed:
 - (i) Development Management Expenses;
 - (ii) Residential Management Expenses;
 - (iii) Parking Management Expenses; and
 - (iv) Shops Management Expenses.
- (h) Subject to Clauses 10.1, 10.2(b), (d) and (e), the total amount of Management Expenses payable by the Owners during any Financial Year in respect of the management of the Development shall be the total proposed expenditure

during that year as specified by the Manager in the Budget in accordance with Clause 10.2(a).

- (i) For the purposes of this Clause 10.2, “expenditure” includes all costs, charges and expenses to be borne by the Owners, including the Manager’s Remuneration.

10.3 Payment of Monthly Management Fees.

- (a) Each Owner (except the First Owner and the Owner of the Government Accommodation) shall pay to the Manager the Advance Payment in respect of each Unit which he has the Right to Occupy on the date of the completion of the purchase of his Unit from the First Owner Provided That for the avoidance of doubt this Clause 10.3(a) shall not imply that the First Owner is not obliged to pay the Monthly Management Fee in respect of each Unit which he has the Right to Occupy under Clause 10.3(c).
- (b) Each Owner (including the First Owner but excluding the Owner of the Government Accommodation) shall in respect of each Unit which he has the Right to Occupy pay to the Manager in advance on the first day of each month (following the expiry of the period in respect of which any Advance Payment has been paid) the Monthly Management Fees and such Owner shall be personally liable to make such payments whether or not his Unit is vacant or occupied and whether it has been let or licensed or is occupied by the Owner himself.
- (c) The Monthly Management Fees payable by an Owner (excluding the Owner of the Government Accommodation) in respect of each Unit which he has the Right to Occupy shall be:

$$\frac{\mathbf{f}}{\mathbf{g}} + \mathbf{h}$$

where:

“**f**” is the total contribution to the Estimated Management Expenses which the Owner is required to make under Clause 10.3(d) for the Unit concerned;

“**g**” is the total number of months in the Financial Year; and

“**h**” is the total amount of increases in Monthly Management Fees under Clause 10.3(f)(vi).

- (d) The contribution of an Owner (excluding the Owner of the Government Accommodation) to the Estimated Management Expenses for each Unit which he has the Right to Occupy shall be ascertained according to the following principles and formulae:

- (i) The Owner of a Unit (except the Government Accommodation) shall, in respect of each Unit which he has the Right to Occupy, contribute to the Estimated Development Management Expenses in the following proportion:

$$\frac{i}{j}$$

where:

“i” is the number of Management Shares allocated to the Unit; and

“j” is the total number of Management Shares.

- (ii) The Owner of a Flat shall contribute to the Estimated Residential Management Expenses in the following proportion:

$$\frac{k}{l}$$

where:

“k” is the number of Management Shares allocated to the Flat; and

“l” is the total number of Management Shares allocated to all Flats.

- (iii) (1) The Owner of a Parking Space shall contribute to 84.96% of the Estimated Parking Management Expenses in the following proportion:

$$\frac{m}{n}$$

where:

“m” is the number of Management Shares allocated to the Parking Space; and

“n” is the total number of Management Shares allocated to all Parking Spaces.

- (2) The Owner of a Flat shall contribute to 15.04% of the Estimated Parking Management Expenses in the following proportion:

$$\frac{o}{p}$$

where:

“o” is the number of Management Shares allocated to the Flat; and

“p” is the total number of Management Shares allocated to all Flats.

- (iv) The Owner of a Shop shall contribute to the Estimated Shops Management Expenses in the following proportion:

$$\frac{q}{r}$$

where:

“q” is the number of Management Shares allocated to the Shop; and

“r” is the total number of Management Shares allocated to all Shops.

- (e) If, as a result of a revision of the Budget in accordance with Clause 10.2 or the approval of the Budget, the Estimated Management Expenses are increased, the Manager may require the Owners (except the Owner of the Government Accommodation) to contribute to the increase.
- (f) In ascertaining the contribution to be made by an Owner (except the Owner of the Government Accommodation) under Clause 10.3(e), the provisions of Clause 10.3(d) shall, mutatis mutandis, apply so that any part of the deficiency or increase determined by the Manager to be attributable to:
- (i) the Development Common Parts, or expenses for the common benefit of the Owners, occupiers, licensees or invitees of different Units (whether or not the Owners, occupiers, licensees or invitees of the Government Accommodation are also benefited), or expenses not covered by Clauses 10.3(f)(ii) to (iv), shall be borne by the Owners (except the Owner of the Government Accommodation) in the proportion set out in Clause 10.3(d)(i);
 - (ii) the Residential Common Parts, or expenses for the common benefit of Owners, occupiers, licensees or invitees of different Flats, shall be borne by the Owners of the Flats in the proportion set out in Clause 10.3(d)(ii);
 - (iii) the Parking Common Parts, or expenses for the common benefit of Owners, occupiers, licensees or invitees of different Parking Spaces, visitors’ parking spaces and bicycle parking spaces (whether or not benefiting the Owners, occupiers, licensees or invitees of the Government Accommodation as well), shall be borne by the Owners of the Parking Spaces and the Owners of the Flats in the proportion set out in Clause 10.3(d)(iii); and

- (iv) the Shops Common Parts, or expenses for the benefit of Owners, occupiers, licensees or invitees of different Shops, shall be borne by the Owners of the Shops in the proportion set out in Clause 10.3(d)(iv).

The contribution which an Owner (except the Owner of the Government Accommodation) is required to make under Clause 10.3(e) shall be made in such manner as the Manager may determine including:

- (v) payment in one lump sum within 14 days of notification by the Manager; or
 - (vi) by increasing the Monthly Management Fees payable by the Owner by such amount and over such period as the Manager may determine.
- (g) If there is any surplus after payment of all the Management Expenses, such surplus shall be applied towards payment of future Management Expenses in the following manner:
- (i) any part of the surplus attributable to contributions made by the Owners (except the Owner of the Government Accommodation) towards the Development Management Expenses or Estimated Development Management Expenses shall be notionally credited to all the Units and be taken into account when preparing the section of future Budget(s) dealing with Development Management Expenses or used for covering Development Management Expenses or Estimated Development Management Expenses;
 - (ii) any part of the surplus attributable to contributions made by the Owners of the Flats towards the Residential Management Expenses or Estimated Residential Management Expenses shall be notionally credited to all the Flats and be taken into account when preparing the section of future Budget(s) dealing with Residential Management Expenses or used for covering Residential Management Expenses or Estimated Residential Management Expenses;
 - (iii) any part of the surplus attributable to contributions made by the Owners of the Parking Spaces and the Owners of the Flats towards the Parking Management Expenses or Estimated Parking Management Expenses shall be notionally credited to all the Parking Spaces and Flats and be taken into account when preparing the section of future Budget(s) dealing with Parking Management Expenses or used for covering Parking Management Expenses or Estimated Parking Management Expenses; and
 - (iv) any part of the surplus attributable to contributions made by the Owners of the Shops towards the Shops Management Expenses or Estimated Shops Management Expenses shall be notionally credited to the Flats and the Shops and be taken into account when preparing the section of future Budget(s) dealing with Shops Management Expenses

or used for covering Shops Management Expenses or Estimated Shops Management Expenses.

- (h) Notwithstanding anything in this Deed:
- (i) subject to the other provisions of this Clause 10.3(h), FSI as Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation but shall not be liable to contribute towards the Management Expenses and any management and maintenance charges in respect of the remainder of the Development and shall not be liable to contribute towards the Management Expenses and any management and maintenance charges in respect of the Items;
 - (ii) FSI as Owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services or the Items which actually serve the Government Accommodation or are used by the occupier thereof or the servants, contractors, agents or visitors of FSI as the Owner of the Government Accommodation Provided That:
 - (1) the liability of FSI shall:
 - (A) be as determined by GPA or person nominated by the Director of Lands for this purpose;
 - (B) in any event, not exceed the proportion of the management and maintenance charges which the respective gross floor area of the Government Accommodation, namely 2,505.897 square metres or the relevant part thereof bears to the total gross floor area of the Development, namely 21,146.999 square metres; and
 - (C) only commence from the date of assignment or the date of taking over of the Government Accommodation or such relevant part thereof, whichever is the earlier;
 - (2) FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by GPA or person nominated by the Director of Lands for this purpose; and
 - (3) FSI as owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the Development (whether Common Parts or otherwise) or for the provision of facilities or services which do not, in the opinion of GPA or person nominated by the Director of Lands for this purpose,

directly serve or otherwise directly benefit the Government Accommodation.

- (iii) FSI shall reimburse the Manager all Government Accommodation Maintenance Expenses; and
 - (iv) FSI shall reimburse to the Manager all capital expenditure, as shall first be approved in writing by GPA or person nominated by the Director of Lands for this purpose, in respect of facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors.
- (i) No Owner may be called upon to pay more than his appropriate share of Management Expenses, having regard to the number of Management Shares allocated to the Unit and the provisions of this Deed.

10.4 Special Fund.

- (a) The Manager shall establish and maintain as trustee for all Owners (except the Owner of the Government Accommodation) a Special Fund to provide for expenditure of a capital nature or of a kind not expected by it to be incurred annually including but not limited to expenses for the renovation, improvement and repair of the Common Parts, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Parts and the costs of relevant investigation works and professional services and the expense of preparing the revised Schedule 10 and/or the revised W&I Maintenance Manual under Clause 14.15(d) (in this Clause 10.4, the “**Non-Recurrent Expenditure**”).
- (b) Each Owner (except the First Owner and the Owner of the Government Accommodation) shall, in respect of each Unit which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of his Unit from the First Owner the Special Fund Initial Contribution in respect of that Unit as an initial payment to the Special Fund, unless the First Owner has already paid the Special Fund Initial Contribution in respect of that Unit under Clause 10.11.
- (c)
 - (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 (except the Owner of the Government Accommodation) in any Financial Year and the time when those contributions shall be payable.
 - (ii) If there is no Owners’ Corporation, each Owner (except the Owner of the Government Accommodation) covenants to pay to the Manager such amount of further contribution (whether periodic or not) to the Special Fund at such time as determined by a resolution of Owners at an Owners’ meeting convened under this Deed so as to maintain the Special Fund at an appropriate level.

- (d) All contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) and all other amounts required by this Deed to be credited to the Special Fund shall be non-refundable and non-transferable.
- (e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest bearing account. The title of the account shall refer to the Special Fund for the Development and all contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) and all other amounts required by this Deed to be credited to the Special Fund shall be deposited by the Manager into the account. The Manager shall use such account exclusively for the purpose referred to in Clause 10.4(a).
- (f) Without prejudice to the generality of Clause 10.4(e), 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.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under Clause 10.4(e) or (f) in a prominent place in the Development.
- (h) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under Clause 10.4(e) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 10.4(f).
- (i) 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). The Manager shall not, use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Land.
- (j) The Special Fund shall be notionally divided into the following parts, namely:
 - (i) **“Special Fund (Flats)”**; and
 - (ii) **“Special Fund (Parking)”**; and
 - (iii) **“Special Fund (Shops)”**.
- (k) Contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) made by:
 - (i) the Owners of the Flats shall be notionally credited to Special Fund (Flats);

- (ii) the Owners of the Parking Spaces shall be notionally credited to Special Fund (Parking); and
 - (iii) the Owners of the Shops shall be notionally credited to Special Fund (Shops).
- (1) Funds notionally credited to each part of the Special Fund shall be applied as follows:
- (i) Non-Recurrent Expenditure relating to the Development Common Parts, or which are for the common benefit of the Owners, occupiers, licensees or invitees of different Flats, Parking Spaces and Shops or which is not covered by Clauses 10.4(1)(ii), (iii) and (iv), shall only be paid out of different parts of the Special Fund as follows:

- (1) the amount to be paid out of Special Fund (Flats) is:

$$A \times \frac{B}{C}$$

where:

“A” is the total amount of such Non-Recurrent Expenditure;

“B” is the total number of Management Shares allocated to all Flats; and

“C” is the total number of Management Shares;

- (2) the amount to be paid out of Special Fund (Parking) is:

$$D \times \frac{E}{F}$$

where:

“D” is the total amount of such Non-Recurrent Expenditure;

“E” is the number of Management Shares allocated to the Parking Spaces; and

“F” is the total number of Management Shares.

- (3) the amount to be paid out of Special Fund (Shops) is:

$$G \times \frac{H}{I}$$

where:

“G” is the total amount of such Non-Recurrent Expenditure;

“H” is the number of Management Shares allocated to the Shops; and

“I” is the total number of Management Shares.

- (ii) Subject to Clause 8.8, Non-Recurrent Expenditure relating to the Residential Common Parts, or which is for the common benefit of Owners, occupiers, licensees or invitees of different Flats (whether or not the Owners, occupiers, licensees or invitees of the Government Accommodation are also benefited), shall only be paid out of Special Fund (Flats).
 - (iii) Subject to Clause 8.8, Non-Recurrent Expenditure relating to the Parking Common Parts, or which is for the common benefit of Owners, occupiers, licensees or invitees of different Parking Spaces, visitors’ parking spaces and bicycle parking spaces (whether or not benefiting the Owners, occupiers, licensees or invitees of the Government Accommodation as well), shall only be paid out of different parts of the Special Fund as follows:
 - (1) an amount equal to 84.96% of such Non-Recurrent Expenditure shall be paid out of Special Fund (Parking); and
 - (2) an amount equal to 15.04% of such Non-Recurrent Expenditure shall be paid out of Special Fund (Flats).
 - (iv) Subject to Clause 8.8, Non-Recurrent Expenditure relating to the Shops Common Parts, or which is for the common benefit of Owners, occupiers, licensees or invitees of different Shops (whether or not benefiting the Owners, occupiers, licensees or invitees of the Government Accommodation as well), shall only be paid out of Special Fund (Shops).
- (m) Unless otherwise specifically provided in this Deed, where any provision of this Deed requires any amount to be credited to the Special Fund, the following provisions shall apply:
- (i) where the amount is received in relation to a category of Common Parts except Parking Common Parts (including any approval or consent given in relation thereto under this Deed or the Ordinance):
 - (1) the amount shall be credited to the part of the Special Fund contributed by the Category of Owners (as defined below) who are responsible under Clause 10.3 to contribute to the Management Expenses or Estimated Management Expenses relating to that category of Common Parts; and

- (2) if more than one Category of Owners (as defined below) are responsible for contributing to the Management Expenses or Estimated Management Expenses relating to that category of Common Parts, the following proportion of such amount shall be credited to the part of the Special Fund contributed by each Category of Owners concerned:

$$\frac{J}{K}$$

where:

“**J**” is the total number of Management Shares allocated to all Units of that Category of Owners; and

“**K**” is the total number of Management Shares allocated to all Units of all Categories of Owners concerned ; and

for the purpose of this Clause 10.4(m), a “**Category of Owners**” means the groups of Owners respectively referred to in Clauses 10.4(k)(i) to (iii);

- (ii) where the amount is received in relation to Parking Common Parts (including any approval or consent given in relation thereto under this Deed or the Ordinance), 84.96% of that amount shall be credited to Special Fund (Parking) and 15.04% of that amount shall be credited to Special Fund (Flats);
- (iii) in any other case, the following proportion of the amount shall be credited to the part of the Special Fund contributed by each Category of Owners:

$$\frac{L}{M}$$

where:

“**L**” is the total number of Management Shares allocated to all Units of that Category of Owners; and

“**M**” is the total number of all Management Shares.

10.5 Management Fees Deposits and Common Utilities Deposits.

- (a) (i) Each Owner (except the First Owner and FSI as the Owner of the Government Accommodation) shall, in respect of each Unit which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of his Unit from the First Owner the Management Fees Deposit in respect of that Unit as security for the due payment of all Monthly Management Fees and other amounts payable by him under this Deed, unless the First Owner has already paid the Management Fees Deposit of that Unit under Clause 10.11. The Management Fees Deposit shall (subject to Clause 10.6) be non-refundable and shall not be set off by the Owner against Monthly Management Fees or any other amounts payable by him under this Deed.
- (ii) Each Owner (except the First Owner) shall, in respect of each Unit which he has the Right to Occupy, reimburse the First Owner a due proportion of the Common Utilities Deposits (if any) contributed by the First Owner on the date of completion of the purchase of his Unit from the First Owner, such due portion of Common Utilities Deposits (which shall (subject to Clause 10.6) be non-refundable) being in the same proportion that the number of Management Shares allocated to that Unit bears to the total number of Management Shares Provided That:
 - (1) an Owner shall not be required to contribute towards any such deposit payable in respect of any category of Common Parts for the Estimated Management Expenses of which the Owner is not liable to make any contribution under Clause 10.3(d); and
 - (2) a contribution to be made by an Owner towards any such deposit payable in respect of any category of the Common Parts for the Estimated Management Expenses of which the Owner is liable to make a contribution under Clause 10.3(d) shall be in the same proportion that the number of Management Shares allocated to his Unit bears to the total number of Management Shares allocated to such of the Units the respective Owners of which are liable to make a contribution under Clause 10.3(d) towards the Estimated Management Expenses of that category of Common Parts.
- (b) The Manager shall have the right to set off the Management Fees Deposit paid by an Owner against any sum of whatever nature which is payable by such Owner to the Manager under or in relation to this Deed. Notwithstanding the above, the Manager shall not be obliged to exercise the right of set-off and an Owner shall have no right to require the Manager to exercise the right of set-off, by way of mitigation of loss or otherwise, before pursuing other rights and remedies available to the Manager.
- (c) If at any time the Management Fees Deposit or the Common Utilities Deposits are disbursed in whole or in part or the amount of the Monthly Management Fees or the water, electricity, gas or other utilities deposit in respect of the Common Parts are increased, each Owner (except the Owner of the

Government Accommodation) shall on the first day of the next month following demand by the Manager pay to the Manager in addition to the Monthly Management Fees:

- (i) in the case of the Management Fees Deposit having been disbursed, an additional sum sufficient to replace the sum so disbursed;
- (ii) in the case of the Common Utilities Deposits having been disbursed, a due proportion (ascertained according to Clause 10.5(a)(ii)(2)) of the amount so disbursed;
- (iii) in the case of an increase of Management Fees Deposit following an increase in the Monthly Management Fees, 3 times the amount of such increase (i.e. the principle is that an Owner (except the Owner of the Government Accommodation) is required to further contribute to the Management Fees Deposit so as to make it up to 25% and not more than 25% of any subsequent Financial Year's budgeted Management Expenses to be contributed in respect of his Unit); or
- (iv) in the case of an increase in any water, electricity or (if any) gas deposit in respect of the Common Parts, a due proportion (ascertained according to Clause 10.5(a)(ii)(2)) of the increase.

10.6 Owners' interest in Management Funds.

- (a) Subject to Clauses 10.6(b) and (c), upon any person ceasing to be the Owner of any Share he shall in respect of that Share cease to have any interest in the Management Funds to the intent that the Management Funds shall be held and applied for the management of the Land irrespective of changes in ownership of the Shares and the Management Fees Deposit and the due portion of Common Utilities Deposits in respect of a Unit shall be transferred into the name of the new Owner of the relevant Shares.
- (b) Upon the Land reverting to the Government, any balance of the Management Funds shall be divided between the Owners (except the Owner of the Government Accommodation) immediately prior to such reversion in proportion to the Management Shares allocated to their respective Units Provided That:
 - (i) any surplus which is notionally credited to a particular category of Units under Clause 10.3(g) shall be divided among the then Owners of that category of Units in proportion to the Management Shares respectively allocated to the Units concerned;
 - (ii) different parts of the Special Fund (or the balance thereof) referred to in Clauses 10.4(j)(i) to (iii) shall be divided among the then Owners of each category of Units respectively referred to in Clauses 10.4(k)(i) to (iii) in proportion to the Management Shares respectively allocated to the Units of the category concerned;

- (iii) Management Fees Deposit and Common Utilities Deposits paid in respect of a Unit (or the balance thereof) shall be refunded to the then Owner of the Unit; and
 - (iv) subject to Clause 10.7(b), Debris Removal Charges (or the balance thereof) shall be divided among the then Owners of the Flats in proportion to the Management Shares respectively allocated to the Flats.
- (c) In the case of an extinguishment of rights and obligations under Clause 13, a part of the balance of the Management Funds which is proportionate to the proportion borne by the Management Shares allocated to the Damaged Part (as defined in Clause 13.1) to the total number of Management Shares shall be divided between the Owners whose rights and obligations are extinguished under Clause 13 in proportion to the Management Shares allocated to their respective Units comprised in the Damaged Part Provided That the then Owner of each Unit in the Damaged Part shall be entitled to the payments which he would be entitled to under Clauses 10.6(b)(i) to (iv) upon the Land reverting to the Government.

10.7 Debris Removal Charge.

- (a) Subject to Clause 10.11, the Owner of a Flat (except the First Owner and FSI as the Owner of the Government Accommodation) shall, in respect of the Flat which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of his Flat from the First Owner the Debris Removal Charge, which shall be non-refundable and non-transferable. The Owner of a Unit other than a Flat shall have no obligation to pay any Debris Removal Charge but shall arrange for debris removal at his own costs.
- (b) Any monies paid as Debris Removal Charge not used for debris collection or removal shall be paid into Special Fund (Flats).

10.8 Manager's discretion in respect of contributions. Notwithstanding anything contained in this Deed, the Manager shall be entitled to (acting reasonably) determine that an item of Management Expenses shall be paid by the Owner or Owners (except the Owner of the Government Accommodation) of the part or parts of the Land for which such item has been or will be incurred to the exclusion of all other Owners if:

- (a) the item of Management Expenses is not covered by insurance;
- (b) it is attributable to any particular part or parts of the Land; and
- (c) Owners of other parts of the Land do not and will not receive any material benefit from it;

Provided That where the item of Management Expenses is to be borne by more than one Owner, the Manager may also (acting reasonably) determine the contribution to be made by each of such Owners to the item of Management Expenses.

10.9 Notional credits. Unless otherwise provided by this Deed, any income or receipt of whatever nature arising or which may arise from or is attributable to the Common Parts shall, in so far as it arises or will arise from or is attributable to:

- (a) the Development Common Parts, be notionally credited to all the Units and be taken into account when preparing the section of future Budget(s) dealing with Development Management Expenses or used for covering Development Management Expenses or Estimated Development Management Expenses;
- (b) the Residential Common Parts, be notionally credited to all the Flats and be taken into account when preparing the section of future Budget(s) dealing with Residential Management Expenses or used for covering Residential Management Expenses or Estimated Residential Management Expenses;
- (c) the Parking Common Parts, be notionally credited to all the Parking Spaces and all the Flats and be taken into account when preparing the section of future Budget(s) dealing with Parking Management Expenses or used for covering Parking Management Expenses or Estimated Parking Management Expenses;
or
- (d) the Shops Common Parts, be notionally credited to the Shops and be taken into account when preparing the section of future Budget(s) dealing with Shops Management Expenses or used for covering Shops Management Expenses or Estimated Shops Management Expenses.

10.10 Procurement of supplies, goods, or services by Manager.

- (a) Subject to Clauses 10.10(b) and 10.10(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 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless—
 - (i) the supplies, goods or services are procured by invitation to tender; and
 - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance.
- (b) Subject to Clause 10.10(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 Budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless—
 - (i) if there is an Owners' Corporation—
 - (1) the supplies, goods or services are procured by invitation to tender;

- (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
 - (ii) if there is no Owners' Corporation—
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Clauses 10.10(a) and (b) do not apply to any supplies, goods or services which but for this Clause 10.10(c) would be required to be procured by invitation to tender (referred to in this Clause 10.10(c) as "relevant supplies, goods or services")—
 - (i) where there is an Owners' Corporation, if—
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - (ii) where there is no Owners' Corporation, if—
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (2) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

10.11 Shares held by First Owner.

Notwithstanding anything in this Deed, if the First Owner remains the Owner of the Shares allocated to any Unit in a part of the Development the construction of which has been completed but which remains unsold 3 months after:

- (a) the execution of this Deed; or
- (b) the date when the First Owner is in a position validly to assign such Shares;

whichever is the later, the First Owner shall, upon the expiry of the said three-month period, pay to the Manager the Special Fund Initial Contribution, the Management Fees Deposit and (if payable) the Debris Removal Charge in respect of that Unit.

10.12 Interest and Collection Charge on late payment.

- (a) If any Owner (except the Owner of the Government Accommodation) fails to pay the Manager any amount payable under this Deed within 30 days of demand, he shall pay to the Manager:
 - (i) interest at 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears from and including the due date to and including the date of payment; and
 - (ii) a collection charge not exceeding 10% of the amount due to cover the cost (in addition to legal costs (on a solicitor and own client basis) of proceedings) of the extra work occasioned by the default.
- (b)
 - (i) All monies paid to the Manager by way of interest and collection charges by the Owner of any Flat shall be credited to the Special Fund (Flats).
 - (ii) All monies paid to the Manager by way of interest and collection charges by the Owner of any Parking Space shall be credited to the Special Fund (Parking).
 - (iii) All monies paid to the Manager by way of interest and collection charges by the Owner of a Shop shall be credited to the Special Fund (Shops).

10.13 Civil action taken by Manager.

- (a) All amounts which are due and payable by any Owner (except the Owner of the Government Accommodation) under this Deed (including amounts payable to the Manager under an indemnity contained in this Deed) together with interest and the collection charges as provided in Clause 10.12, all damages for any breach of this Deed and all legal costs (on a solicitor and own client basis) incurred in recovering the same shall be recoverable by civil

action at the suit of the Manager in its own name and/or as agent for the Owners.

- (b) In any action taken in accordance with Clause 10.13(a), the Manager is hereby authorised to act as the agent for and on behalf of the Owners (save and except the Owner of the Government Accommodation) and no Owner (save and except the Owner of the Government Accommodation) sued under this Deed shall be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue for or to recover such amounts as are due.

10.14 Registration of Charge against Shares of defaulting Owner.

- (a) Any sum payable by an Owner under this Deed or adjudged by a court of law to be payable by an Owner to the Manager as manager of the Land, whether for a breach of this Deed or otherwise, including (without limitation) damages, interests, costs, expenses and collection charges, which has become due and remains outstanding for more than 30 days from and including the date on which they become payable, shall stand charged on the Share and the attached Right to Occupy of the defaulting Owner together with all legal costs (on a solicitor and own client basis) incurred in registering and enforcing the charge mentioned below.
- (b) The Manager shall be entitled (without prejudice to any other remedy under this Deed) to register a memorial of such charge in the Land Registry against the Unit of the defaulting Owner. Such charge shall remain valid and enforceable, notwithstanding that judgment has been obtained for the amount thereof, until such judgment has been satisfied.
- (c) This Clause 10.14 shall not apply to FSI as Owner of the Government Accommodation.

10.15 Order for sale. Any charge registered under Clause 10.14(b) shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Share of the defaulting Owner together with the attached Right to Occupy and Clause 10.13 shall apply equally to any such action.

10.16 Keeping of accounts.

- (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 6 years. The Manager shall keep separate management accounts for:
 - (i) the Development Common Parts and the Development Management Expenses;
 - (ii) the Residential Common Parts and the Residential Management Expenses;

- (iii) the Parking Common Parts and the Parking Management Expenses;
and
 - (iv) the Shops Common Parts and the Shops Management Expenses; and.
- (b) Within one month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
 - (c) Within 2 months after the end of each Financial Year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 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) Prior to the formation of the Owners' Corporation, if the Owners at an Owners' meeting convened under this Deed decide that any income and expenditure account and balance sheet for a Financial Year should be audited by an independent auditor of their choice, the Manager shall without delay arrange for such an audit to be carried out by that auditor.
 - (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.

10.17 Manager to open and maintain bank account.

- (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Land.

- (b) Without prejudice to the generality of Clause 10.17(a), 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 management of the Land.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Clause 10.17(a) or Clause 10.17(b) in a prominent place in the Development.
- (d) Subject to Clauses 10.17 (e) and (f), the Manager shall without delay pay all money received by it in respect of the management of the Land into the account opened and maintained under Clause 10.17(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 10.17(b).
- (e) Subject to Clause 10.17(f), the Manager may, out of money received by it in respect of the management of the Land, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under Clause 10.17(e) or the payment of that amount into a current account in accordance with Clause 10.17(e) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this Clause 10.17 to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Land.

10.18 Inspection of accounts. The Manager shall permit any Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet in respect of the Development. The Manager shall upon payment of a reasonable copying charge supply any Owner with a copy of any record or document requested by him.

10.19 Financial Year. The Manager may upon giving 3 months' notice in writing to the Owners change the Financial Year at any time. The Financial Year may not be changed more than once in every 5 years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

10.20 Exemptions for FSI. Notwithstanding anything in this Deed and notwithstanding Clause 10.3(h), FSI as Owner of the Government Accommodation shall not be liable for any payment of:

- (a) Management Fees Deposit;

- (b) Special Fund except for the reimbursement of capital expenditure, as shall first be approved by GPA or person nominated by the Director of Lands for this purpose, in respect of facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors;
- (c) insurance premium in respect of the Government Accommodation;
- (d) Debris Removal Charge;
- (e) interest and penalty charges on late or default payment of management and maintenance charges;

or payment of a like nature.

11. OWNERS' MEETINGS

11.1 First and Subsequent Meetings.

- (a) From time to time when circumstances require, there shall be meetings of the Owners to discuss and decide matters concerning the Land.
- (b) The Manager must call the first meeting of the Owners as soon as possible, but in any event not later than 9 months after the date of this Deed (and to call further and subsequent meetings if required), which meeting must appoint a chairman of the Owners' Committee and an Owners' Committee or must appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.
- (c) Until the incorporation of an Owners' Corporation, a meeting of the Owners shall be convened within a reasonable period of time after the expiry of a period of 24 months from:
 - (i) the conclusion of the first meeting of the Owners convened under Clause 11.1(b); or
 - (ii) the last meeting of the Owners convened under this Clause 11.1(c),
 for the purpose of electing members of the Owners' Committee to be elected under Clause 12.1(a). The Manager must convene such meetings.

11.2 Convening. An Owners' meeting may be convened by:—

- (a) the Owners' Committee;
- (b) the Manager; or
- (c) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Shares in aggregate.

11.3 Notice. 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. The notice of meeting referred to in this Clause 11.3 shall specify—

- (a) the date, time and place of the Owners' meeting; and
- (b) the resolutions (if any) that are to be proposed at the meeting.

11.4 Service of notice. The notice of meeting referred to in Clause 11.3 may be given:

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

11.5 Quorum. No business shall be transacted at any Owners' meeting unless a quorum is present when the meeting proceeds to business. The quorum at an Owners' meeting shall be 10% of the Owners. In this Clause 11.5, the reference to "10% of the Owners" shall:

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

If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the fourteenth day after the original date of the meeting at the same time and place.

11.6 Chairman. An Owners' meeting shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 11.2(b) or (c), the person convening the meeting.

11.7 Record. The chairman shall cause a record to be kept of the persons present at the Owners' meeting and the proceedings thereof.

11.8 Voting. At an Owners' meeting:

- (a) an Owner shall have one vote in respect of each Share he owns;
- (b) an Owner may cast a vote personally or by proxy;
- (c) where 2 or more persons are the co-owners of a Share, the vote in respect of the Share may be cast:
 - (i) by a proxy jointly appointed by the co-owners;

- (ii) by a person appointed by the co-owners from amongst themselves; or
- (iii) if no appointment is made under Clause 11.8(c)(i) or (ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners;
- (d) where 2 or more persons are the co-owners of a Share and more than one of the co-owners seeks to cast a vote in respect of the 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 Share in the register kept at the Land Registry shall be treated as valid; and
- (e) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

11.9 Proxies.

- (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and:
 - (i) shall be signed by the Owner; or
 - (ii) 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.
- (b) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 11.2(b) or (c), the person convening the meeting at least 48 hours before the time for the holding of the Owners' meeting.
- (c) 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.

11.10 Procedure. The procedure at a meeting of Owners shall be determined by the Owners.

11.11 Resolutions. Save as otherwise provided in this Deed, any resolution on any matter concerning the Land passed by a simple majority of votes at a duly convened Owners' meeting by Owners present in person or by proxy and voting shall be binding on all the Owners Provided That:

- (a) the notice convening the meeting shall have been duly given in accordance with Clause 11.3 and shall have specified the intention to propose a resolution concerning such matters;
- (b) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (c) no resolution shall be valid to the extent that it purports to alter the provisions of or is otherwise contrary to this Deed;

- (d) subject to the provisions of this Deed, a resolution may be passed as to the manner in which the powers and duties hereby conferred on the Manager are to be exercised or carried out; and
- (e) no resolution shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof or prejudice the rights of the Owner of the Government Accommodation under Clause 5.3 and Schedule 8, and GPA may in its sole discretion determine whether or not the use, operation or maintenance of the Government Accommodation is affected, which said determination shall be binding on the Owners.

11.12 Lack of notice. The accidental omission to give notice in accordance with Clause 11.3 to any Owner shall not invalidate the meeting or any resolution passed thereat.

12. OWNERS' COMMITTEE

12.1 Election & meetings.

- (a) There shall be established and maintained an Owners' Committee of the Land consisting of a chairman, a secretary and up to 8 other Committee members (i.e. the Owners' Committee shall consist of up to 10 Committee members) and the members of the Owners' Committee shall be made up of:
 - (i) 5 Committee members as representatives of the Owners of the Flats to be elected by the Owners of the Flats in an Owners' meeting;
 - (ii) 1 Committee member as representative of the Owners of the Parking Spaces to be elected by the Owners of the Parking Spaces in an Owners' meeting;
 - (iii) 3 Committee members as the representative of the Owners of the Shops to be elected by the Owners of the Shops in an Owners' meeting; and
 - (iv) 1 Committee member as the representative of the Owner of the Government Accommodation to be appointed by the Owner of the Government Accommodation.
- (b) The Owners' Committee shall meet when circumstances require and, in any event, not less than 2 times a year. A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- (c) 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.
- (d) The notice of meeting referred to in Clause 12.1(c) shall specify:
 - (i) the date, time and place of the meeting; and

- (ii) the resolutions (if any) that are to be proposed at the meeting.
- (e) The notice of meeting referred to in Clause 12.1(c) 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 that Unit.
- (f) No business shall be transacted at a meeting of the Owners' Committee unless a quorum is present when the meeting proceeds to business and the quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater. Where the number of the members of Owners' Committee reduces to below 3, the Owners' Committee may only act for the purpose of convening an Owner's meeting for the purpose referred to in Clause 12.6(a)(ii).
- (g) 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.
- (h) The procedure at meetings of the Owners' Committee shall be determined by the Owners' Committee.

12.2 Functions. The functions of the Owners' Committee shall be limited to the following:

- (a) representing the Owners in all dealings with the Manager;
- (b) liaising with the Manager in respect of all matters concerning the Land; and
- (c) exercising all other powers and duties conferred on the Owners' Committee under this Deed.

12.3 Remuneration. No remuneration shall be payable to the Owners' Committee or any Owners' Committee member but such members shall be entitled to be reimbursed for all out-of-pocket expenses reasonably incurred in carrying out their duties.

12.4 Membership.

A Committee member referred to in Clause 12.1(a)(i), (ii) or (iii) to serve on the Owners' Committee shall hold office until new members of the Owners' Committee elected in the next meeting held under Clause 11.1(c) take office unless:

- (a) he resigns by notice in writing to the Owners' Committee;
- (b) he ceases to be eligible for election as an Owners' Committee member under Clause 12.5(a);
- (c) he is removed from office by a resolution passed at an extraordinary general meeting convened under Clause 12.6;
- (d) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
- (e) he becomes incapacitated by death or physical or mental illness.

A Committee member in respect of whom an event mentioned in Clauses 12.4(a) to (e) has occurred shall cease to hold office upon the occurrence of such event.

12.5 Eligibility for election.

- (a) Any of the following shall be eligible for election as an Owners' Committee member under Clause 12.1(a)(i), (ii) or (iii) if he is resident in Hong Kong:
 - (i) the Owner of a Flat (in the case of Clause 12.1(a)(i)) or Parking Space (in the case of Clause 12.1(a)(ii)) or a Shop (in the case of Clause 12.1(a)(iii)) if he is an individual;
 - (ii) where a Flat (in the case of Clause 12.1(a)(i)) or Parking Space (in the case of Clause 12.1(a)(ii)) or a Shop (in the case of Clause 12.1(a)(iii)) is co-owned by more than one individual Owner, any one but not the other(s) of them; or
 - (iii) where the Owner of a Flat (in the case of Clause 12.1(a)(i)) or Parking Space (in the case of Clause 12.1(a)(ii)) or a Shop (in the case of Clause 12.1(a)(iii)) is a body corporate, any representative appointed by such Owner.
- (b) The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice served on the Owners' Committee.
- (c) If an Owner owns more than one Unit he shall be entitled to propose more than one candidate (but limited to one candidate for each Unit) to be eligible for election as Owners' Committee members.

- (d) Elected members of the Owners' Committee are eligible for re-election.

12.6 Removal of Committee members.

- (a) An extraordinary meeting of the Owners of the Flats may be convened for:
 - (i) removing from office any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(i); and/or
 - (ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(i) who has:
 - (1) ceased to be such member under Clause 12.4; or
 - (2) been removed as provided in Clause 12.6(a)(i) above.
- (b) The following shall apply to a meeting referred to in Clause 12.6(a):
 - (i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Shares allocated to the Flats.
 - (ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the Flats. For the purpose of this Clause 12.6(b)(ii), the reference to "10% of the Owners of the Flats" shall be construed as a reference to 10% of the number of persons who are Owners of the Flats without regard to their ownership of any particular percentage of the total number of Shares allocated to the Flats and not be construed as the Owners of 10% of the Shares allocated to all Flats. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. Notwithstanding the above, if all Flats are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.
 - (iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.
 - (iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Flats present in person or by proxy and voting Provided That if all Flats are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.
 - (v) Subject to Clauses 12.6(b)(i) to (iv), the provisions of Clause 11 shall apply, mutatis mutandis, to such a meeting.

- (c) An extraordinary meeting of the Owners of the Parking Spaces may be convened for:
 - (i) removing from office any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(ii); and/or
 - (ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(ii) who has:
 - (1) ceased to be such member under Clause 12.4; or
 - (2) been removed as provided in Clause 12.6(c)(i) above.
- (d) The following shall apply to a meeting referred to in Clause 12.6(c):
 - (i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Shares allocated to the Parking Spaces.
 - (ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the Parking Spaces. For the purpose of this Clause 12.6(d)(ii), the reference to "10% of the Owners of the Parking Spaces" shall be construed as a reference to 10% of the number of persons who are Owners of the Parking Spaces without regard to their ownership of any particular percentage of the total number of Shares allocated to the Parking Spaces and not be construed as the Owners of 10% of the Shares allocated to all Parking Spaces. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. Notwithstanding the above, if all Parking Spaces are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.
 - (iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.
 - (iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Parking Spaces present in person or by proxy and voting Provided That if all Parking Spaces are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.
 - (v) Subject to Clauses 12.6(d)(i) to (iv), the provisions of Clause 11 shall apply, mutatis mutandis, to such a meeting.
- (e) An extraordinary meeting of the Owners of the Shops may be convened for:

- (i) removing from office any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(iii); and/or
- (ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(iii) who has:
 - (1) ceased to be such member under Clause 12.4; or
 - (2) been removed as provided in Clause 12.6(e)(i) above.
- (f) The following shall apply to a meeting referred to in Clause 12.6(e):
 - (i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Shares allocated to the Flats.
 - (ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the Shops. For the purpose of this Clause 12.6(f)(ii), the reference to "10% of the Owners of the Shops" shall be construed as a reference to 10% of the number of persons who are Owners of the Shops without regard to their ownership of any particular percentage of the total number of Shares allocated to the Shops and not be construed as the Owners of 10% of the Shares allocated to all Shops. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. Notwithstanding the above, if all Shops are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.
 - (iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.
 - (iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Shops present in person or by proxy and voting Provided That if all Shops are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.
 - (v) Subject to Clauses 12.6(f)(i) to (iv), the provisions of Clause 11 shall apply, mutatis mutandis, to such a meeting.

12.7 Election of the Chairman.

- (a) A chairman of the Owners' Committee (including a chairman elected under Clause 12.7(b)) shall hold office until the conclusion of the next meeting of the Owners convened under Clause 11.1(c).

- (b) If the chairman of the Owners' Committee ceases to be a member of the Owners' Committee for any reason or if he resigns his chairmanship before the conclusion of the next meeting of the Owners convened under Clause 11.1(c), the members of the Owners' Committee shall elect one of themselves to be the chairman of the Owners' Committee.

12.8 Resolutions.

- (a) Resolutions of the Owners' Committee shall be passed by a simple majority by show of hands.
- (b) Each member present at the Owners' Committee meeting shall have one vote on a question before the Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- (c) No resolution purported to be passed at any meeting of the Owners' Committee concerning any matter not mentioned in the notice of meeting shall be valid.
- (d) No resolution of the Owners' Committee shall be valid to the extent that it purports to alter the provision of or is otherwise contrary to or inconsistent with this Deed.
- (e) Notwithstanding anything in this Deed, no resolution of the Owners' Committee shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof or prejudice the rights of the Owner of the Government Accommodation under Clause 5.3 and Schedule 8.

12.9 Records and Minutes.

- (a) The Owners' Committee shall keep records and minutes of:
 - (i) the appointment of members, the secretary and the chairman of the Owners' Committee and all changes thereof; and
 - (ii) all resolutions and proceedings of the Owners' Committee.
- (b) Such records and minutes shall be kept where the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given. Any such person shall also be entitled to extracts or copies thereof on paying reasonable charges therefor.

12.10 Procurement of supplies, goods, or services by the Owners' Committee. Subject to provisions in Schedule 7 of the Ordinance, the procurement of supplies, goods, or services by the Owners' Committee in a Financial Year that involves amounts in excess of HK\$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an average annual expenditure of more than 20% (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette) of the Budget or revised Budget of that Financial Year, as the case may be, whichever is the lesser, must be by invitation to tender and the standards and

guidelines as may be specified in a Code of Practice referred to in section 20A of the Ordinance relating to such procurement will apply to the Owners' Committee with appropriate variations.

- 12.11 The right of the Owner of the Government Accommodation to attend meetings. The Owner of the Government Accommodation shall have the right to attend meetings of the Owners' Committee and all notices, agendas and minutes of the meetings of the Owners' Committee shall be sent to FSI free of charge in the manner provided in Clause 14.7(e).

13. EXTINGUISHMENT OF RIGHTS

- 13.1 Damage to Development. If the whole or any part of the Development is damaged by fire, typhoon, earthquake, subsidence or other causes (which part shall be referred as the "**Damaged Part**") so that it is substantially unfit for habitation, occupation or use, the Owners (the "**Affected Owners**" in this Clause 13) of (notwithstanding anything in this Deed) not less than 75% of Shares relating to the Damaged Part (excluding any Common Parts Shares) (the "**Relevant Shares**") may convene a meeting of the Owners of the Damaged Part. At such meeting the Affected Owners may resolve:

- (a) that it is not practicable to reinstate the Damaged Part in which case the Affected Owners shall forthwith assign the Relevant Shares and the attached Right to Occupy to the Manager or such other person as may be resolved by the Affected Owners upon trust to dispose of them as soon as reasonably practicable by public auction or private treaty and to distribute the net proceeds of sale to the Affected Owners in proportion to the number of Relevant Shares previously held by each Affected Owner. All insurance money received in respect of the Damaged Part shall likewise be distributed amongst the Affected Owners; or
- (b) to rebuild or reinstate the Damaged Part in which case the Affected Owners shall pay any costs of reinstating the Damaged Part which are not recovered from the insurance thereof in proportion to the number of Relevant Shares held by each Affected Owner. Until such payment the same will be a charge upon the Relevant Shares of each Affected Owner and shall be recoverable as a civil debt by the Manager pursuant to Clause 10.13.

- 13.2 Provisions applicable to meeting. The following provisions shall apply to a meeting convened pursuant to Clause 13.1:

- (a) the meeting shall be convened by at least 14 days' notice in writing posted on the public notice boards of the Development (if existing but if not then posted on an appropriate part of the site of the Development and published in an English and a Chinese language newspaper circulating in Hong Kong) specifying the time and place of the meeting;
- (b) no business shall be transacted unless a quorum is present when the meeting proceeds to business and the Owners of (notwithstanding anything in this

Deed) not less than 75% of the Relevant Shares present in person or by proxy shall be a quorum Provided That if a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place;

- (c) the meeting shall be presided over by an Owner or such other person appointed as chairman for that meeting;
- (d) the chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (e) each Relevant Share shall carry with it one vote and Clause 11.8(d) shall, mutatis mutandis, apply to the casting of such vote. The chairman of the meeting shall have no second or casting vote when there is an equality of votes;
- (f) votes may be given either personally or by proxy;
- (g) the instrument appointing a proxy shall be deposited with the chairman of the meeting at the meeting;
- (h) a resolution by a majority vote of (notwithstanding anything in this Deed) not less than 75% of the Relevant Shares held by those present in person or by proxy and voting passed at a meeting duly convened under this Clause 13.2 shall bind all the Affected Owners Provided That:
 - (i) the notice convening the meeting specified 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 this Deed; and
- (i) the Manager shall have the right to attend the meeting.

14. MISCELLANEOUS PROVISIONS

- 14.1 Owners to notify Manager when ceasing to be Owner. Each Owner shall notify the Manager when he ceases to be the Owner of any Share and notify the Manager of the name and address of the new Owner. Each Owner shall remain liable for all sums due and payable under this Deed and for the compliance with this Deed up to the date on which such notice is received by the Manager but without prejudice to the liability of the new Owner under this Deed.
- 14.2 Assignment of Common Parts Shares. Immediately after the execution of this Deed, the First Owner shall assign to and vest in the Company all Common Parts Shares and Common Parts as trustee for all Owners free of costs or consideration. ⁰ [To enable such an assignment to be effected, the Mortgagee shall execute a partial release of the

Common Parts from the Mortgage immediately upon the execution of this Deed and, immediately after such partial release, the First Owner shall assign the Common Parts and the Common Parts Shares to the Manager which shall be held on trust by the Manager in accordance with the provisions of this Deed.]

14.3 Common Parts Shares held by Manager.

- (a) Notwithstanding anything in this Deed, the Common Parts Shares shall not carry any liability to contribute to the Management Expenses, or make any payment under this Deed, and the Common Parts Shares shall not carry any voting rights (at any meeting whether held under this Deed, the Ordinance or otherwise) or be taken into account in calculating the quorum at any meeting.
- (b) The Manager shall:
 - (i) hold all Common Parts Shares and Common Parts assigned to it as trustee for all Owners, subject to the Land Grant and this Deed; and
 - (ii) assign the Common Parts Shares and the Common Parts free of costs and consideration to the successor of the Manager upon termination of its appointment as Manager.
- (c) The Owners' Corporation (when formed) may require the Manager to assign or transfer to it the Common Parts Shares and the Common Parts and the management responsibilities free of costs and consideration. The Common Parts Shares and the Common Parts assigned to the Owners' Corporation under this Deed shall be held by the Owners' Corporation in trust for all Owners as provided in Clause 14.3(b), subject to the Land Grant and this Deed.

14.4 No conflict with Land Grant. Nothing in this Deed shall conflict with or be in breach of the conditions in the Land Grant.

14.5 Cessation of liabilities. Subject to Clause 14.1, each Owner shall on ceasing to be the Owner of any Share, cease to be liable for any matter or liabilities under this Deed other than in respect of any breach of this Deed by him prior to his ceasing to be an Owner.

14.6 Public notice boards etc. There shall be public notice boards at such prominent places in the Development as the Manager may from time to time decide. There shall be exhibited on each of such public notice boards a copy of the Development Rules from time to time in force, all notices which are required under this Deed to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for 3 consecutive days shall be due notice of the contents thereof to each Owner, his tenants and licensees.

14.7 Service of Notice.

- (a) Subject as otherwise provided in this Deed, all notices or demands to be served under this Deed shall be in writing and shall be sufficiently served if addressed to the party to whom the notices or demands are served and sent by prepaid post to or left at the Unit or the letter box of the Unit of the party to be served notwithstanding that such party shall not personally occupy such Unit.
- (b) Where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if the mortgagee is a company, at its registered office or last known place of business in Hong Kong and, if he is an individual, at his last known residence.
- (c) All notices required to be given to the Manager shall be sufficiently served if addressed to the Manager and sent by pre-paid post or left at the registered office of the Manager.
- (d) Any Owner who does not occupy the Unit to which his Shares relate must provide the Manager with an address within Hong Kong for service of notices under this Deed.
- (e) All accounts, reports, Budgets, notices, documents, demands, information and plans to be served on or provided to FSI shall be provided free of charge and sent by prepaid post or delivered by hand to the Government Property Administrator, Government Property Agency, 31st Floor, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong, or such other person and address as nominated by FSI in writing.

14.8 Co-Owners and Owners of Sub-divided Units .

- (a) Co-owners of any Share, whether holding as joint tenants, tenants-in-common or otherwise, shall be jointly and severally liable to the Manager and other Owners for the performance of all obligations under this Deed which are to be performed by the Owner of the Share.
- (b) Where:
 - (i) the sub-division of a Unit is not prohibited by this Deed and that Unit has been sub-divided into different parts;
 - (ii) Shares and Management Shares allocated to that Unit have been sub-allocated among those parts; and
 - (iii) the Owner of the Shares sub-allocated to any such part has the exclusive right and privilege, vis-à-vis the Owners of other Shares allocated to the Unit, to hold, use, occupy and enjoy that part,

the Owner of the sub-allocated Shares shall be:

- (iv) liable for the payment of a Due Proportion (defined below) of any amount payable in respect of the Unit and for the performance of any obligation relating to that part of the Unit in respect of which he has such exclusive right and privilege to hold, use, occupy and enjoy;
- (v) entitled to a Due Proportion of any amount payable in respect of the Unit; and
- (vi) entitled to the benefit of and enforce any covenant in this Deed the breach of which will have an effect on the use and enjoyment of the part of the sub-divided Unit in respect of which he has such exclusive right and to privilege to hold, use, occupy and enjoy.

For the purpose of this Clause 14.8(b), “**Due Proportion**” means the proportion borne by the management shares allocated to the part of the Unit concerned to the total number of management shares allocated to different parts of that Unit under the Sub-Deed of Mutual Covenant concerned.

14.9 Deed binding on executors etc. This Deed shall bind the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden of the covenants in this Deed shall be annexed to and run with the Shares and the attached Right to Occupy, the Units and the Common Parts.

14.10 Chinese translation and copies of the Plans.

- (a) The First Owner shall at its own cost make a direct translation in Chinese of this Deed and shall deposit the same and a copy of this Deed within 1 month of the date hereof in the management office of the Development. After the depositing of a copy of this Deed and the aforesaid direct translation, all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copy of this Deed or the said direct translation 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. In any dispute between the Chinese translation and the English document, the English version of this Deed shall prevail.
- (b) The Manager shall keep copies of the Plans in the management office of the Development. All Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copies of the Plans 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.

14.11 Owners’ Incorporation.

During the existence of an Owners’ Corporation:

- (a) general meetings of the Owners’ Corporation shall take the place of the Owners’ meetings under this Deed; and

- (b) the management committee of the Owners' Corporation shall take the place of the Owners' Committee under this Deed.

14.12 The Ordinance. Nothing in this Deed shall prejudice the operation of, contradict, contravene, overrule or fail to comply with the provisions of the Ordinance and the Schedules thereto.

14.13 Exemption for FSI re nominated contractors and fitting out. FSI as Owner of the Government Accommodation shall be exempted from requirements (if any) under this Deed to use maintenance or services contractors nominated by the Manager or any other person and from Development Rules regulating fitting out works (if any).

14.14 Provision of plans of Common Parts to FSI. The Manager shall provide to the Owner of the Government Accommodation free of charge a copy of plans showing the areas comprised in the Common Parts and any amendment to the plans from time to time.

14.15 Works and Installations.

- (a) The First Owner shall at its own expense compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations (the "**W&I Maintenance Manual**") which shall set out the following details:

- (i) as-built record plans of the Development and the Works and Installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all Works and Installations;

- (ii) all warranties and guarantees (if any) provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all Works and Installations;

- (iii) recommended maintenance strategy and procedures for the Works and Installations;

- (iv) a list of items of the Works and Installations requiring routine maintenance and:

- (1) the recommended frequency of routine maintenance inspection; and

- (2) checklist and typical inspection record sheets for routine maintenance inspection;

of such Works and Installations; and

- (v) recommended maintenance cycle of the Works and Installations.

- (b) The First Owner shall deposit a full copy of the W&I Maintenance Manual at the management office of the Development within one month of the date hereof.
- (c) All Owners may inspect such deposited W&I Maintenance Manual at the management office of the Development during normal office hours free of charge. A copy of the W&I Maintenance Manual shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. All such charges shall be credited to the Special Fund.
- (d) After the W&I Maintenance Manual has been deposited in accordance with Clause 14.15(b), the Owners may by a resolution at an Owners' meeting convened under this Deed revise, as may be necessary (e.g. the addition of works and installations in the Development, the updating of maintenance strategies in step with changing requirements, etc), Schedule 10 and/or the W&I Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant (as may be prescribed by a resolution at an Owners' meeting) the revised Schedule 10 and/or the revised W&I Maintenance Manual (within such time as may be prescribed by a resolution at an Owners' meeting) to be approved by a resolution at an Owners' meeting. All costs incidental to the preparation of the revised Schedule 10 and/or the revised W&I Maintenance Manual shall, subject to Clause 10.4(i), be paid out of the Special Fund.
- (e) The Manager shall deposit the revised W&I Maintenance Manual at the management office of the Development within one month from the date of its preparation. Clauses 14.15(c) and (d) shall apply (mutatis mutandis) to the revised W&I Maintenance Manual.
- (f) The Manager shall use all reasonable endeavour to register the revised Schedule 10 at the Land Registry as soon as practicable after its approval by a resolution at an Owners' meeting convened under this Deed.

14.16 Green and innovative features and certain features.

- (a) Balconies and the covered areas beneath the balconies are “non-enclosed areas” and must not be enclosed above safe parapet height other than as under the Building Plans.
- (b) Utility platforms and the covered areas underneath the utility platforms are “non-enclosed areas” and must not be enclosed above safe parapet height other than as under the Building Plans.
- (c) The Greenery Areas shall not be used for any other purpose without the prior consent of the Building Authority (as defined in the Buildings Ordinance).
- (d) The Office Accommodation For Watchmen & Caretakers shall not be used for any purpose other than for office use by watchmen and management staff.

- (e) the Owners' Corporation or Owners' Committee Office shall not be used for any purpose other than for office use by the Owners' Committee or the Owners' Corporation.
- (f) The Covered Landscaped Area shall be for the exclusive use by the Owners and residents and their bona fide visitors only as indicated on the approved Building Plans and such areas shall not be used for any other purpose or by any other person without the prior consent of the Building Authority.

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

14.18 Provision of accounts, etc. to FSI. As may be requested in writing by GPA, the Manager shall provide FSI free of charge with quarterly accounts, audited reports and Budgets to justify the expenses incurred or estimated.

14.19 Fire Safety Management Plan.

- (a) Each Owner and the Manager shall observe and comply with the Fire Safety Management Plan.
- (b) The Owner of any Flat which contains an open kitchen (i.e. a Flat with a marking of "O. KIT." on the Plans) shall:
 - (i) not remove or obstruct any smoke detector provided inside his Flat or at the common lobby outside any Flat;
 - (ii) not remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen in his Flat.
 - (iii) not remove the full height wall having an FRR (fire resistance rating) of not less than -/30/30 adjacent to the exit door of the Flat.
 - (iv) allow the fire service installations mentioned in (i) and (ii) above to be subject to annual or other maintenance, testing and commissioning conducted by the Manager's registered fire service installation contractor, and shall 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 Flats which contain open kitchens to carry out the maintenance, testing and commissioning referred to in Clause 14.19(b)(iv) and submit the maintenance certificate to the Fire Services Department at the cost of the Owner concerned Provided That the

Manager shall not be under any personal liability to do the same if, having used all reasonable endeavours, the Manager has not been able to obtain access to the Flat concerned from the Owner of the Flat concerned;

- (ii) conduct and carry out staff training and annual fire drills in accordance with the Fire Safety Management Plan; and
- (iii) deposit a full copy of the Fire Safety Management Plan in the management office and caretakers counter of the Development within one month of the date of this Deed. After the depositing of the Fire Safety Management Plan, all Owners may inspect the same at the management office and caretakers counter of the Development during normal office hours free of charge. A photocopy of the Fire Safety Management Plan 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.

14.20 Residential Care Homes. Notwithstanding anything in this Deed, no provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of “residential care home” (as defined in the Residential Care Homes (Elderly Persons) Ordinance, Cap. 459, any regulations made thereunder and any amending legislation) (“**RCHE**”) or “residential care home for PWDs” (as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, Cap. 613, any regulations made thereunder and any amending legislation) (“**RCHD**”) or the use of the Land or any part thereof or any part of the Development for the purpose of RCHE or RCHD.

14.21 No re-allocation of Shares and Management Shares . No Owner nor the Manager shall have the right to re-allocate any Shares and Management Shares allocated to any Unit or the Common Parts under this Deed, nor have the right to re-allocate any Shares and Management Shares allocated to the same such that the proportion of Shares allocated to the Government Accommodation is affected.

14.22 Slope Maintenance Manuals. The First Owner shall deposit a full copy of the Slope Maintenance Manuals in the management office of the Development within one month of the date hereof. After the depositing of the Slope Maintenance Manuals, all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the Slope Maintenance Manuals 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.

14.23 Master Layout Plans. Any amendment to the master layout plans, if any, shall not affect the Government Accommodation.

14.24 NIAR. The First Owner shall deposit a full copy of the NIAR in the management office of the Development within one month of the date of this Deed. After the depositing of the NIAR, all Owners may inspect the same at the management office of

the Development during normal office hours free of charge. A photocopy of the NIAR 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.

14.25 Additional Common Parts. No Owner (including the First Owner) shall have the right to convert or designate any of his own areas to be the Common Part 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 shall have the right to re-convert or re-designate such Common Parts as aforesaid to his or its own use or benefit.

⁰ [14.26 Indemnity by First Owner to the Mortgagee. In consideration of the Mortgagee entering into this Deed, the First Owner hereby covenants with the Mortgagee to comply with all the covenants contained in this Deed to be complied with by the First Owner and the Mortgagee while any Share is subject to the Mortgage and to keep the Mortgagee indemnified against the breach of any of the said covenants.]

⁰ [14.27 Mortgagee not bound before it enters into possession. Subject always to Clause 14.2 but notwithstanding anything else contained in this Deed, unless and until the Mortgagee takes possession of the Land or exercises the power of sale conferred on the Mortgagee under the Mortgage, the covenants in this Deed shall not bind the Mortgagee and no liability under this Deed shall bind the Mortgagee in respect of any liabilities accrued prior to the Mortgagee taking possession or exercising the said power of sale.]

SCHEDULE 1

Allocation of Shares

Part 1 General Allocation of Shares

<i>PART OF THE DEVELOPMENT CONCERNED</i>	<i>SHARES</i>
Flats	6,610 (Note 1)
Parking Spaces	621 (Note 2)
Shop 1	81
Shop 2	45
Shop 3	131
Shopping Arcade	3,314 (Note 3)
Government Accommodation breakdown: the Residential Care Home for the Elderly the Day Care Centre for the Elderly	1,453 1,056 397
Common Parts	10
TOTAL	12,265

Note 1: Allocation of Shares among the Flats is shown in Part 2 of this Schedule.

Note 2: Allocation of Shares among the Parking Spaces is shown in Part 3 of this Schedule.

Note 3: The Shopping Arcade includes the flat roofs held therewith.

Part 2

Allocation of Shares among the Flats

Shares are allocated to the Flats as follows.

Flat \ Floor(s)	7th Floor - 12th Floor	15th Floor - 20th Floor	21st Floor
01	23	23	72 *
02	15	15	67 *
03	15	15	44 *
05	16	15	30 *
06	16	16	84 *
07	15	15	40 *
08	34	34	26 *
09	22	22	43 *
10	15	15	---
11	16	16	---
12	16	15	---
15	15	15	---
16	16	16	---
17	35	35	---
18	36	36	---
19	21	21	---
20	16	16	---
21	16	16	---
22	15	15	---
23	16	16	---
25	16	16	---
26	16	16	---
27	15	15	---
28	16	16	---
29	16	17	---
30	13	13	---
31	12	12	---
32	12	12	---
33	13	12	---
TOTAL	6,610		

Note:

- (1) * denotes those Flats which include the flat roof(s) and roof(s) held therewith.
- (2) There are no Flats 04, 13, 14 and 24.
- (3) There are no 4/F, 13/F and 14/F.

Part 3

Allocation of Shares among the Parking Spaces

Shares are allocated to the Parking Spaces as follows.

Space Type	No. of Spaces	Shares
Parking Spaces for motor vehicles	47	611 (13 per space)
Parking Spaces for motorcycles	5	10 (2 per space)
TOTAL		621

Note:

- (1) There are 28 Parking Spaces for the parking of motor vehicles provided under Special Condition No. (39)(a)(i) of the Land Grant (such spaces are (for identification purpose) marked “C18” to “C23”, “C25” to “C33”, “C35” to “C43” and “C45” to “C48” on the Basement Floor Plan of the Plans).
- (2) There are 19 Parking Spaces for the parking of motor vehicles provided under Special Condition No. (39)(b)(i)(II) of the Land Grant (such spaces are (for identification purpose) marked “C1” to “C3”, “C5” to “C12”, “C15” to “C17” and “C49” to “C53” on the Basement Floor Plan of the Plans).
- (3) There are 3 Parking Spaces for the parking of motor cycles provided under Special Condition No. (39)(d)(i)(I) of the Land Grant (such spaces are (for identification purpose) marked “M1” to “M3” on the Basement Floor Plan of the Plans).
- (4) There are 2 Parking Spaces for the parking of motor cycles provided under Special Condition No. (39)(d)(i)(III) of the Land Grant (such spaces are (for identification purpose) marked “M5” and “M6” on the Basement Floor Plan of the Plans).

SCHEDULE 2

Management Shares

**Part 1
General Allocation of Management Shares**

<i>PART OF THE DEVELOPMENT CONCERNED</i>	<i>MANAGEMENT SHARES</i>
Flats	6,610 (Note 1)
Parking Spaces	621 (Note 2)
Shop 1	81
Shop 2	45
Shop 3	131
Shopping Arcade	3,314 (Note 3)
TOTAL	10,802

Note 1: Allocation of Management Shares among the Flats is shown in Part 2 of this Schedule.

Note 2: Allocation of Management Shares among the Parking Spaces is shown in Part 3 of this Schedule.

Note 3: The Shopping Arcade includes the flat roofs held therewith.

Note 4: No Management Share is allocated to the Government Accommodation.

Part 2

Allocation of Management Shares among the Flats

Management Shares are allocated to the Flats as follows.

Flat \ Floor(s)	7th Floor - 12th Floor	15th Floor - 20th Floor	21st Floor
01	23	23	72 *
02	15	15	67 *
03	15	15	44 *
05	16	15	30 *
06	16	16	84 *
07	15	15	40 *
08	34	34	26 *
09	22	22	43 *
10	15	15	---
11	16	16	---
12	16	15	---
15	15	15	---
16	16	16	---
17	35	35	---
18	36	36	---
19	21	21	---
20	16	16	---
21	16	16	---
22	15	15	---
23	16	16	---
25	16	16	---
26	16	16	---
27	15	15	---
28	16	16	---
29	16	17	---
30	13	13	---
31	12	12	---
32	12	12	---
33	13	12	---
TOTAL	6,610		

Note: notes of Part 2 of Schedule 1 apply.

Part 3

Allocation of Management Shares among the Parking Spaces

Management Shares are allocated to the Parking Spaces as follows.

Space Type	No. of Spaces	Management Shares
Parking Spaces for motor vehicles	47	611 (13 per space)
Parking Spaces for motorcycles	5	10 (2 per space)
TOTAL		621

Note: the notes in Part 3 of Schedule 1 apply.

SCHEDULE 3

PART A - RIGHTS OF OWNERS

Each Owner shall have the benefit of the following rights (in common with all persons having the like right):

1. **Right to use Common Parts.** Subject to the rights of the Manager and the First Owner in this Deed and subject also to the Land Grant, the right for the Owner and his tenants, licensees and invitees to use the Common Parts for all purposes connected with the proper use and enjoyment of his Unit Provided That:
 - (a) the Recreational Facilities may only be used for such purposes by the residents of the Flats and their bona fide visitors;
 - (b) notwithstanding paragraph 1(a) of Part A of this Schedule, the Owners, tenants, licensees and invitees of any Unit may always make use of the Common Parts covered by paragraph 1(a) of Part A of this Schedule and Covered Landscaped Area for the purpose of:
 - (i) escape or seeking refuge in case of a fire or other emergency; or
 - (ii) obtaining access to and from their respective Units (or parts thereof) or any category of Common Parts which they are entitled to make use of, where such access cannot practically be obtained other than through the Common Parts referred to in paragraph 1(a) of Part A of this Schedule or (as the case may be) Covered Landscaped Area; and
 - (c) the Owner of the Government Accommodation and its lessees, tenants, licensees and persons authorised by it or occupier for the time being of the Government Accommodation, shall have the right to go pass and repass over and along and to use any Common Parts in connection with the proper use and enjoyment of the Government Accommodation and to use and receive the benefit of any Common Parts; and
 - (d) for the avoidance of doubt and without prejudice to the generality of the other provision of this paragraph 1:
 - (i) the Owner of any Flat and his tenants, licensees, invitees and visitors may with or without surveyors, workmen and others and with or without plant, equipment, materials and vehicles at all times to pass and repass on, along, over, by and through the Parking Common Parts freely and without payment of any nature whatsoever for the purpose of gaining access from or to any visitors' parking space or bicycle parking space for all purposes connected with the proper use and enjoyment of the same; and

- (ii) the Owner of a Shop and his tenants, licensees, invitees and visitors may with or without surveyors, workmen and others and with or without plant, equipment, materials and vehicles at all times to pass and repass on, along, over, by and through the Parking Common Parts and Residential Common Parts freely and without payment of any nature whatsoever for the purpose of gaining access from or to any part of a Shop (including those parts of a Shop on the Basement Floor or the 5th Floor) Provided That where such right is exercised over the Recreational Facilities it may only be exercised during such times as the Manager may (acting reasonably) permit (except in an emergency when the right may be exercised at all times) and the Owner of the Shop concerned shall cause as little disturbance to the users of the Recreational Facilities as possible and shall make good any damaged caused by the exercising of such right; and
 - (e) nothing in this paragraph 1 shall prejudice any right granted under paragraphs 2 to 5 of Part A of this Schedule.
- 2. Right of support and shelter. The right to subjacent and lateral support and to shelter and protection from the other parts of the Land and the right for FSI, its lessees, tenants, licensees and persons authorized by it and the Owner and occupier for the time being of the Government Accommodation to have shelter, support and protection for the Government Accommodation from other parts of the Land.
- 3. Right to passage of utility services. The right to uninterrupted passage and running of soil, sewage, water, gas, electricity, air, smoke, information and other utility services (if any) from and to his Unit through the Conduits which are now or may at any time be in, under or passing through the Land for the proper use and enjoyment of his Unit (and, in the case of the Owner of the Government Accommodation, the right, at all times, for the Owner of the Government Accommodation, its lessees, tenants, licensees and persons authorised by it and occupier for the time being of the Government Accommodation, of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term granted or agreed to be granted under the Land Grant laid on or running through any part of the Land and any part of the Development).
- 4. Right of entry to other parts of Land to repair. The right for any Owner with or without surveyors, workmen and others and with or without plant, equipment and materials at all reasonable times upon notice (except in an emergency when no notice is required and the entry may take place at all times) to enter upon other parts of the Land for the purpose of carrying out any works for the maintenance and repair of his Unit (such works not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as reasonably possible and forthwith making good any damage thereby caused to any part of the Land Provided That where such a right is exercised against the Government Accommodation the prior approval of the Owner of the Government Accommodation is required (except in emergency) and the Owner exercising the right

shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.

5. Right to easements. All other easements, rights and privileges belonging or appertaining to the Land.

PART B - RIGHTS TO WHICH OWNERS ARE SUBJECT

Each Owner holds his Unit subject to the following:

1. Land Grant. Any rights reserved to the Government in the Land Grant.
2. Manager's rights of entry. The right for the Manager to enter his Unit as provided under this Deed.
3. Other rights. Rights and privileges equivalent to those contained in paragraphs 2, 3, 4 and 5 of Part A of this Schedule.
4. FSI's rights. The rights reserved to the Owners other than FSI shall not in any way adversely affect or prejudice the rights, easements and privileges of FSI under this Deed and the Land Grant.

SCHEDULE 4

Common Parts

Subject to the express provisions of this Deed, the Common Parts include (to the extent not forming part of any Unit):

- (a) External walls and load bearing walls, foundations, columns, beams and other structural supports.
- (b) Walls enclosing passageways, corridors and staircases.
- (c) The roofs, chimneys, gables, gutters, lightning conductors, satellite dishes and ancillary equipment, aerials and aerial cables.
- (d) Parapet walls, fences and boundary walls.
- (e) Vents serving 2 or more Units.
- (f) Water tanks, reservoirs, pumps, wells, sewers, sewage treatment plants, drains, soil pipes, waste pipes, channels, water-courses, gutters, ducts, downpipes, cables, conduits, refuse chutes, hoppers and refuse container chambers.
- (g) Cellars, toilets, water closets, wash houses, bathhouses, kitchens and caretakers' flats.
- (h) Passageways, corridors, staircases, landings, light wells, staircase window frames and glazing, hatchways, roofways and outlets to the roofs and doors and gates giving access thereto.
- (i) Lifts, escalators, lift shafts and machinery and apparatus used in connection therewith and the housing thereof.
- (j) Lighting apparatus, air conditioning apparatus, central heating apparatus, fire fighting equipment and installations intended for the use and benefit of all of the Owners generally and any room or chamber in which such apparatus, equipment or installation is fitted or installed.
- (k) Fixtures situated in a Unit which are used in connection with the enjoyment of any other Unit or other portion of the building.
- (l) Lawns, gardens and playgrounds and any other recreational areas.
- (m) Premises containing or housing any sporting or recreational facilities.
- (n) Clubhouses, gymnasiums, sauna rooms and premises containing health or leisure facilities.
- (o) Slopes, gradients and retaining walls including sea walls (if any) comprising or forming part of any land which is in common ownership with the Development.

SCHEDULE 5

Owners' Covenants

1. Use.

- (a) To comply with the terms of the Land Grant and all laws applicable to his Unit or the use of or any activity which may from time to time be carried out in or in relation to his Unit.
- (b) Not to use:
 - (i) a Flat other than for private residential use and without prejudice to the generality of the above, no Flat shall be used as a boarding house or for any form of commercial letting or occupancy in bed spaces or cubicles Provided That the First Owner may use any Flat owned by it as a show flat causing as little disturbance and inconvenience as possible to other Owners and not impeding or restricting the access to the other Flats (the Manager may (acting reasonably) prescribe the time and manner of access to the show flats and control the number of visitors);
 - (ii) any Parking Space other than for purposes from time to time permitted by the Land Grant and the law; and
 - (iii) any part of the Development other than for purposes from time to time permitted by the Land Grant and the law Provided That no part of the Development shall be used as a mahjong school, funeral parlour, coffin shop, or any activity or purpose related to gambling (except any betting or similar activity undertaken or operated by the Hong Kong Jockey Club, or any purpose or other activity related thereto), the production, sale, storage, display or viewing of pornographic materials, funeral, burial, cremation or any form of ancestor worship or a ceremony known as “Ta Chai (打齋)”.
- (c) Not to do anything whereby any insurance taken out by the Manager under this Deed may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this covenant to pay to the Manager the amount of any increase in premium caused by such breach in addition to any other liability incurred thereby.
- (d) Not to do anything which interferes with or is likely to interfere with any construction work on the Land or the exercise or performance of the Manager's powers and duties under this Deed.
- (e) Not to use his Unit for any purpose or activity which is illegal, noxious, dangerous or offensive or which may be or become a nuisance to or cause damage or annoyance to any other Owner or occupier of the Land or neighbouring premises.
- (f) (i) Not to keep any pet or animal:

- (1) in any Flat in such a way as to give rise to 2 or more reasonable complaints from Owners to the Manager (whose decision on the reasonableness of the complaint shall be final and binding on the Owners); and
 - (2) in any Parking Space.
- (ii) Where the keeping of pet or animal is permitted under paragraph 1(f)(i) of this Schedule, to at all times comply with all Development Rules and all laws (including without limitation the Dogs and Cats Ordinance (Cap.167)) applicable to the keeping, regulation or control of his pet or animal.
- (g) Not to cause the maximum floor loading-bearing capacity of any floor to be exceeded and in the event of any breach of this covenant to make good any damage caused thereby.
- (h) Not to store in any Unit any dangerous or combustible goods Provided That the storage of such goods shall not be a breach of this covenant if:
 - (i) such storage will not result in:
 - (1) a contravention of any law or the Fire Safety Management Plan;
 - (2) any policy of insurance taken out by the Manager under this Deed becoming void or voidable; or
 - (3) the Manager not being able to take out any insurance under this Deed; and
 - (ii) any increase in premia for any insurance taken or to be taken out by the Manager under this Deed as a result of such storage is borne by the Owner making the storage.
- (i) Not to store goods in any Flat other than the personal and household possessions of the Owner or occupier.
- (j) Not to alter, damage or interfere with Conduits which serve another part of the Land.
- (k) Not to do anything which may obstruct any means of fire escape or refuge area in the Development.
- (l) To observe and comply with all Development Rules.
- (m) To use a balcony or utility platform forming part of his Flat only as a balcony or (as the case may be) utility platform in connection with the use and enjoyment of the Flat.

2. Outgoings. To pay and discharge all taxes, rates and outgoings payable in respect of his Unit and to indemnify the other Owners against all liabilities in respect thereof Provided That all outgoings including Monthly Management Fees and Government rent payable in respect of a Unit up to and inclusive of the date of the first assignment of that Unit shall be paid by the First Owner. For the avoidance of doubt, all outgoings including Management Expenses and any Government rent up to and inclusive of the date of assignment of a Unit must be paid by the First Owner, and an Owner of that Unit must not be required to make any payment or reimburse the First Owner for these outgoings.
3. Repair. To at his own expense inspect, maintain and carry out all necessary works for the maintenance of:
 - (a) his Unit and without prejudice to the generality of the foregoing, the Owner of a Flat shall keep any balcony or utility platform forming part of his Flat in good and substantial repair and condition; and
 - (b) the part of the Development and the part of Works and Installations forming part of his Unit, subject to the provisions of this Deed; and
 - (c) all Noise Mitigation Measures forming part of his Unit in accordance with the NIAR.
4. Alterations.
 - (a) Subject to the rights of the Owner of the Government Accommodation in Schedule 8 and the powers of the Manager in Schedule 9, not to make any structural alteration or addition to any part of the Unit or the Development or the Land which may damage or affect or interfere with the rights of other Owners of any part or parts of the Land and/or the Development whether or not in separate or common occupation. Notwithstanding anything herein contained, nothing herein contained shall prevent any of the Owners from taking any legal action against another Owner to enforce paragraph 4(a) of this Schedule.
 - (b)
 - (i) No Owner of a Unit shall install any air-conditioning units in any window or external wall of the Development other than at places designated for such purpose without the consent of the Manager.
 - (ii) To take all possible measures to prevent excessive noise, condensation or dripping from any air-conditioning units.
 - (c) Not to make any alteration to any fixture in the Development so as to or do anything which will affect or be likely to affect the supply or running of soil, sewage, water, electricity, gas, air, smoke, information or other matters to other parts of the Land or the normal functioning of the Common Parts.
 - (d) Not to install at any entrance to a Flat any metal grille, shutter or gate.

- (e) Not to sub-divide any Flat or Parking Space or the Shares allocated to or the Right to Occupy any Flat or Parking Space.
- (f) Not to erect, build or install any structure or other things, whether permanently or temporarily, in any balcony, utility platform, flat roof or roof forming part of his Flat.
- (g) Not to do anything whereby any balcony, utility platform, flat roof or roof forming part of his Flat will be enclosed in whole or in part other than as shown in the Building Plans.
- (h) Not to alter the design and location (as shown in the Building Plans) of any balcony, utility platform, air conditioning platform, flat roof or roof forming part of his Flat.
- (i) Not to alter the design and location of any Noise Mitigation Measures forming part of his Unit.
- (j) No owner shall carry out or permit or suffer to be carried out any works in connection with any Flat, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Flat being internally linked to and accessible from any adjoining or adjacent Flat, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

5. Exterior of Development.

- (a) Not to, save with the consent of the Manager:
 - (i) do anything in any Flat which will or may, in the opinion of the Manager, alter or adversely affect the external appearance including but not limited to the façade colour of the Development or the Land;
 - (ii) change the design, style or colour of the glass, glazing, frame, railing, guard, grille or other structure of any window forming part of his Flat;
 - (iii) erect install affix or display any railing, guard, grille, shades on or to any window forming part of his Flat; and
 - (iv) change the design, style or colour of any railing, grille and louvers enclosing air-conditioner platform(s) forming part of his Flat.
- (b) Not to connect any installation to the communal television, radio or telecommunications aerial, cable, satellite system or other similar apparatus or any Conduit installed by the First Owner or the Manager except in accordance with applicable Development Rules.

- (c) No Owner of a Flat shall fix or display any Signs, cages, shades or other items on the exterior of the Development.
- (d) Not to leave in any balcony, utility platform, flat roof or roof forming part of his Flat any matter which may, in the opinion of the Manager, adversely affect the appearance of the Development.
- (e) Not to use any balcony, flat roof or roof forming part of his Flat for the drying of laundry above parapet or balustrade height.

6. Common Parts.

- (a) Not to obstruct the Common Parts, leave any dustbins, refuse, furniture or other things nor do anything in or to the Common Parts which may be or become a nuisance to any other Owners or occupiers of the Land or any neighbouring premises.
- (b) Not to alter the Common Parts or do anything which may, in the opinion of the Manager, interfere with or damage the Common Parts or adversely affect the normal functioning of the Common Parts.
- (c) Not to bring any animal or pet into such Common Parts as the Manager may from time to time specify and when remaining in any Common Parts which an animal may be brought into to take all measures to prevent that animal or pet from causing any nuisance, danger, injury or damage and without limitation of the foregoing, dogs shall at all times be securely held on a leash and fitted with a muzzle sufficient to prevent it from biting any person or other animal or thing Provided That trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision who is lawfully present in that part of the Development.
- (d) Not to make any connection to any system, equipment, plant, facility or Conduit forming part of the Common Parts except with the consent of the Manager and in accordance with the Development Rules.
- (e) To follow instructions which may from time to time be given by the Manager in relation to refuse collection facilities in the Development.
- (f) No Owner (including the First Owner) may convert any of the Common Parts to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the granting of such approval shall be credited to the Special Fund. All outgoings (including those for the supply of water, gas, electricity, telecommunication, information and other utility services) relating to such conversion shall be borne by the Owner carrying out that conversion solely and directly. Where the outgoings concerned is not exclusively related to that conversion, and it is not practicable to have a separate meter or other similar device for apportionment, the Manager may attribute a certain portion of the outgoings to that conversion as the Manager may reasonably consider appropriate.

7. Conduits.
- (a) Not to do anything whereby the flush or drainage system of the Land may be clogged or the efficient working thereof may be impaired.
 - (b) Not to allow any noxious, dangerous, poisonous, corrosive or objectionable effluent to be discharged into any Conduit on the Land and to ensure that discharged effluent will not corrode or be harmful to the flush or drainage system of the Land.
 - (c) Not to allow sewage or refuse water to flow from the Land onto any adjoining land or to allow any waste to be deposited on the Land and to remove all refuse and waste in a proper manner.
8. Partitioning. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and/or the Development.
9. Works.
- (a) To ensure that works to his Unit will be carried out in accordance with the law, the Land Grant, this Deed and the Development Rules with sufficient safety and protection measures being implemented to the satisfaction of the Manager.
 - (b) To properly remove from the Land in accordance with directions which may be given by the Manager from time to time all debris, surplus building materials or other waste resulting from any works to his Unit.
 - (c) To pay the Decoration Deposit to the Manager prior to the commencement of works.
10. Compliance by tenant, etc. To take all reasonable steps to prevent the tenants, occupiers, licensees or invitees of his Unit from doing anything which may interfere with or affect the management of the Land or constitute a breach of the Land Grant, this Deed or the Development Rules.
11. Maintenance of Slopes. To maintain and carry out at their own expense all works in respect of any and all Slope Structures as required by the Land Grant and in accordance with the Geotechnical Guidelines and the Slope Maintenance Manuals.

SCHEDULE 6

Additional Rights of the First Owner

1. Amendments to Building Plans. Subject to obtaining any necessary consent under the Land Grant and the law, the rights to:

- (a) alter, vary, add to or amend the Building Plans; and
- (b) carry out any works to implement such alteration, variation, addition or amendment;

Provided That:

- (c) such rights may only be exercised in respect of any part of the Land which it has the Right to Occupy;
- (d) these rights shall not be exercised so as to impede or restrict access to or from any part of the Land which the First Owner does not have the Right to Occupy or the Government Accommodation;
- (e) these rights shall not be exercised so as to affect the other Owner's Right to Occupy their Units;
- (f) any alteration, variation, addition or amendment to the Building Plans, if any, shall not affect the Government Accommodation; and
- (g) such right shall require the approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected.

2. Alterations. Subject to all necessary approval under the Land Grant and the law having been obtained, the right to make structural alterations or additions to those parts of the Land which the First Owner has the Right to Occupy without the concurrence of any Owner or the Manager or any other person Provided That:

- (a) any such structural alteration shall not interfere with or affect the rights of any other Owner including the Owner of the Government Accommodation;
- (b) all approvals required under the law and the Land Grant have been obtained;
- (c) these rights shall not be exercised so as to impede or restrict access to or from any part of the Land which the First Owner does not have the Right to Occupy;
- (e) these rights shall not be exercised so as to affect the other Owner's Right to Occupy their Units; and

- (f) approval of the Owner of the Government Accommodation is required if it directly affects the Government Accommodation.
3. Fixtures. The right for itself, the Manager and their licensees to install, affix, maintain, alter, renew and remove any Signs, plant, machinery, aerials, chimneys, flues, pipes and any other fixtures or facilities on or within the Common Parts Provided That:
- (a) written approval by a resolution of the Owners at an Owners' meeting is obtained prior to the exercise of such right;
 - (b) access to and use and enjoyment of the Unit of any other Owner shall not be affected; and
 - (c) any consideration received from the exercise of this right shall be credited to the Special Fund.
4. Entry to Carry Out Works.
- (a) The right to enter any part of the Land (excluding the Common Parts and such parts of the Land which have been assigned by the First Owner to another person) to complete the development of the Land and to license or permit any other person to do so on such terms as the First Owner deems fit Provided That:
 - (i) access to and use and enjoyment of the Unit of any other Owner shall not be affected; and
 - (ii) the First Owner shall rectify any damage to the Land caused by the negligence acts or omissions of its employees and agents in the course of exercising such rights.
 - (b) The right to issue instructions to the Owners and occupiers of the Development and their respective licensees, visitors and invitees that they may or may not use any Common Parts while the works or activities referred to in paragraph 4(a) of this Schedule are being carried out.
 - (c) Any right of entry of the First Owner under this paragraph 5 may be exercisable by the First Owner with or without surveyors, workmen and contractors and with or without plant, equipment, materials and machinery.
 - (d) Any right of entry of the First Owner under this paragraph 5 shall exclude the Government Accommodation except where entry is unavoidable when, in that event, it shall be subject to prior reasonable notice, least disturbance being caused and an indemnity for costs and expenses incurred for any damage caused to the Government Accommodation.

5. Name of Development. The right to change the name of the Development or any part thereof at any time Provided That the First Owner shall have no right to change the name of the Government Accommodation.
6. User. The right (subject to obtaining any necessary consent under the Land Grant and the law) to change the user of any part of the Land which the First Owner has the Right to Occupy Provided That this right shall not be exercised so as to adversely affect any Owner's Right to Occupy his Unit(s) or as to impede or restrict access to or from any part of the Land which the First Owner does not have the Right to Occupy.
7. Dedication to Public. The right to, dedicate to the public any part of the Land which the First Owner has the Right to Occupy for the purposes of passage with or without vehicles or in such manner as the First Owner shall consider fit Provided That access to and use and enjoyment of the Unit of any other Owner shall not be affected.
8. Boundaries of the Land. Subject to the approval by a resolution passed at an Owners' meeting convened under this Deed, the right to adjust the boundaries of the Land and to reach any agreement with the Government in connection therewith Provided That:
 - (a) any money received in respect thereof shall be credited to the Special Fund; and
 - (b) this right shall not be exercised so as to adversely affect any Owner's Right to Occupy his Unit(s) or as to impede or restrict access to or from any part of the Land which the First Owner does not have the Right to Occupy.
9. Surrender to Government. The right to surrender or assign any part of the Land which the First Owner has the Right to Occupy which is required to be surrendered or assigned to the Government, subject to the approval by a resolution passed at an Owners' meeting convened under this Deed Provided That this right shall not be exercised so as to adversely affect any Owner's Right to Occupy his Unit(s) or as to impede or restrict access to or from any part of the Land which the First Owner does not have the Right to Occupy Provided That the First Owner shall have no right to assign, surrender or dedicate the Government Accommodation or any part thereof.
10. Shares and Management Shares.
 - (a) The right to re-allocate the Shares registered in the name of the First Owner.
 - (b) The right to adjust the number of Management Shares and the fraction which each Management Share bears to the whole.
 - (c) The exercise of the rights mentioned in sub-paragraphs (a) and (b) above shall be subject to Clause 14.21 and the approval of the Director of Lands.
11. Amendments to Land Grant. The right to, subject to the approval by a resolution passed at an Owners' meeting convened under this Deed:

- (a) apply to, negotiate and agree with the Government to vary or modify the Land Grant or any provision thereof, or to obtain any waiver or no-objection by the Government relating to any provision thereof, in such manner as the First Owner may consider fit; and
- (b) execute any document relating to such variation, modification, waiver or no-objection in the name of the First Owner without joining in any other Owner;

Provided That:

- (c) an Owner's Right to Occupy and access to or from his Unit shall not be affected;
- (d) these rights shall require the written approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected;
- (e) these rights shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to the Government Accommodation;
- (f) the exercise of these rights must not result in the Owner of the Government Accommodation being liable for any premium payable for any variation save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the variation to the extent that the variation, in the opinion of GPA, directly benefits the Government Accommodation but not otherwise;
- (g) the First Owner shall be solely responsible for any administrative fee and premium payable in respect of such variation, modification, waiver or no objection; and
- (h) the rights conferred by this paragraph 12 on the First Owner shall be restricted to and only exercisable in respect of the part of the Land which the First Owner has the Right to Occupy.

12. Sub-Deed of Mutual Covenant.

- (a) To enter into a Sub-Deed of Mutual Covenant (in this paragraph 13, the "**Sub-DMC**") in respect of any part of the Development the Shares relating to and the Right to Occupy which are beneficially owned by the First Owner Provided That
 - (i) the Director of Lands has given his approval or waived the requirement for his approval of the Sub-DMC; and
 - (ii) the Sub-DMC does not conflict with this Deed.

- (b) To appoint a manager for the part of the Development for which a Sub-DMC has been entered into.
- 13. Right of way, etc. Subject to the approval by a resolution passed at an Owners' meeting convened under this Deed, the right to obtain the grant of any easements, rights of way or any other rights of whatever nature whether proprietary, contractual or otherwise over or in relation to any adjoining or neighbouring land for the benefit of the Land on such terms and conditions as the Owners may resolve.
- 14. Consideration received by the First Owner. Unless otherwise expressly provided in this Deed, the right to retain for its own use and benefit any consideration or benefit received or receivable by the First Owner in respect of any part of the Land owned by him arising through the exercise of any right in this Schedule.

SCHEDULE 7

Additional Rights of the Owner of a Shop

1. Erection of Signs and Shop Front. Subject to the Land Grant and the law, to from time to time:
 - (a) install, amend and remove Signs as the Owner of a Shop deems fit in any part of that Shop; and
 - (b) adopt and change such design, colour scheme and materials for the front of a Shop or any external wall or façade forming part of a Shop as the Owner of that Shop deems fit

Provided That the appearance (including the type, design, style, size, height and material) of the shopfront of a Shop (and any Sign if that Sign forms part of the shopfront) shall be subject to the prior approval of the Manager which shall not be unreasonably withheld.

2. Sub-division.
 - (a) To enter into a Sub-Deed of Mutual Covenant (in this paragraph 2, the “**Sub-DMC**”) in respect of the whole or any part of a Shop whereby the whole or (as the case may be) that part of a Shop may be sub-divided Provided That
 - (i) the Director of Lands has given his approval or waived the requirement for his approval of the form of the Sub-DMC; and
 - (ii) the Sub-DMC does not conflict with this Deed.
 - (b) To appoint a manager for a Shop for which a Sub-DMC has been entered into.
3. Name of the Shopping Arcade. Where the Owner is the Owner of the Shopping Arcade, the right to, subject to the consent of the First Owner so long as it remains an Owner, change the name of the Shopping Arcade or any part thereof at any time.

SCHEDULE 8

Additional Rights of the Owner of the Government Accommodation

FSI, its lessees, tenants, licensees and persons authorized by it and the Owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:

1. the right of shelter, support and protection for the Government Accommodation;
2. the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term agreed to be granted under the Land Grant laid on or running, through any part of the Land and any part of the Development;
3. the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as “**the Government Accommodation Services**”) at any time at its absolute discretion without any charge by the Owners or the Manager Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation;
4. the right to go, pass and repass over and along and to use and receive the benefit of any Common Parts in connection with the proper use and enjoyment of the Government Accommodation or any part thereof;
5. the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;
6. the free and uninterrupted rights of way to and from the Government Accommodation or any part thereof as may be required by the Director of Lands;
7. the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Land or any part thereof or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of

inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

8. the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
9. the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Land or any part thereof or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material;
10. the right at its absolute discretion to alter or vary at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the other Owners or the Manager;
11. the right to enter upon the A/C platforms shown coloured yellow on 5th FLOOR PLAN (RESIDENTIAL RECREATIONAL FACILITIES) annexed to this Deed for carrying out installation, maintenance, repair and alteration, etc. of the A/C plants of the Residential Care Home for the Elderly of the Government Accommodation; and
12. such other rights, privileges and easements (if any) as may be deemed necessary or desirable by the Director of Lands and which are notified to the First Owner by Government or FSI for incorporation into this Deed.

SCHEDULE 9

Powers of Manager

1. Collection of Money. To demand and collect all money payable by the Owners under this Deed.

2. Insurance.
 - (a) Subject to the direction of the Owners' Corporation (if formed), to insure on such terms as the Manager may determine:
 - (i) the Common Parts and the Slope Structures in their full new reinstatement values in respect of loss or damage by fire or other risks; and
 - (ii) the Owners and the Manager in respect of such public, third party and occupier's liability, employer's liability in respect of employees employed within or exclusively in connection with the management of the Land, and other risks and liabilities as the Manager may decide in such amounts as the Manager deems fit,

with some reputable insurance company as comprehensively as reasonably and commercially possible in the name of the Manager and for and on behalf of the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force. Such insurance could be a block insurance for the entire Development including areas which are not Common Parts.
 - (b) Subject to Clause 13.1, to pay out or apply all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss to any Common Parts or the Slope Structures in the repair, rebuilding or reinstatement of that part of the Common Parts or (as the case may be) the Slope Structures.
 - (c) To pay out or apply all insurance money, compensation or damages recovered by the Manager in respect of any public, third party, occupier's, employer's, or other liability in remedying or compensating the loss or other matter for which it was paid.

3. Repair, maintenance and improvement of Common Parts.
 - (a) To take all steps as the Manager may decide for putting and keeping the Common Parts (including Works and Installations and Noise Mitigation Measures forming part thereof) in good and substantial repair, in a clean, tidy and proper working condition and appropriately decorated, landscaped, lit and ventilated.
 - (b) Subject always to Clause 8.4, where reasonably required, to rebuild, renew, improve and upgrade the Common Parts as it deems fit and build or install

additional common facilities as it deems fit in each case to a standard commensurate with the status of the Development.

- (c) To replace any broken glass in the Common Parts.
- (d) To keep the Conduits forming part of the Common Parts free from obstructions and in proper working condition.
- (e) To cultivate, irrigate and maintain plant and landscaping works in the Common Parts, if any.

4. Control and operation and administration of Common Parts.

- (a) To have exclusive control over the Common Parts and to generally administer and manage the Common Parts.
- (b) To operate the Common Parts in such manner as the Manager deems fit.
- (c) To comply with and ensure compliance with all laws and provisions of the Land Grant which are applicable to the Common Parts, the Land as a whole or the Green Area as referred to in Special Condition No.(3) (to the extent that the Green Area has not been re-delivered to the Government in accordance with the Land Grant).
- (d) To regulate pedestrian traffic in the Common Parts (including without limitation to erect traffic signs (either permanent or temporary) similar to those in use in Hong Kong).
- (e) To prevent obstruction of the Common Parts.
- (f) If any article or vehicle is, in the Manager's opinion, causing obstruction of the Common Parts or is brought onto or remains in the Common Parts in contravention of this Deed or the Development Rules or parking fees payable (subject to review from time to time by the Manager) in respect of any vehicle parked in areas comprised in the Common Parts have not been paid, to:
 - (i) remove and impound the article or vehicle concerned;
 - (ii) recover from the Owner who or whose tenant, licensee or visitor has brought the article onto the Common Parts (in this paragraph 4(f), the "**Defaulting Owner**") all costs and expenses incurred by the Manager in the removal and impoundment and (as the case may be) the parking fees in default and other penalties and charges;
 - (iii) pending the recovery of such costs, expenses, parking fees, penalties and charges, claim a lien on the article or vehicle;
 - (iv) if these amounts are not paid within a time which the Manager may in its absolute discretion determine, dispose of the article or vehicle in

such manner as the Manager may decide and apply the proceeds towards payment of the amounts secured by the lien; and

- (v) prohibit the vehicle concerned or vehicle of any particular category from entering into the Development or any part thereof during a particular period to be determined by the Manager

Provided That the Defaulting Owner shall indemnify the Manager, its employees, agents and contractors and keep them fully indemnified for any losses incurred in exercising the Manager's powers under this paragraph 4(f).

- (g) To take all steps which the Manager considers appropriate for preventing any person from doing anything which may damage or interfere with the Common Parts or the normal functioning thereof.
- (h) To remove from the Common Parts any person who fails to comply with those of the Development Rules governing the use of the Common Parts or the conduct of any person using or present in the Common Parts.
- (i) To charge as the Manager deems fit a fee for the entry into and/or use of the Recreational Facilities (or any part thereof) Provided that all fees so received shall form part of the Management Funds.
- (j) Subject to the Land Grant, the law and Clause 8.4 and without prejudice to other rights and powers of the Manager, to carry out such works or other activities to or in the Common Parts in accordance with a resolution of the Owners' Committee.
- (k) To suspend, close or shut down the Common Parts temporarily for repairing or replacement which the Manager deems necessary.
- (l) To keep all communal sewage drains and pipes free and clear of any obstruction.

5. Refuse Collection.

- (a) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited in the Land or any part thereof.
- (b) To arrange for refuse to be collected from different parts of and removed from the Land, and to maintain all refuse collection facilities in accordance with the requirements of any Governmental or other competent authority.

6. Prevention of Erosion. So far as reasonably possible, to prevent any refuse or other matter being deposited, washed, eroded or falling from the Land onto any neighbouring property and to remove any such refuse or other matter on or in the Land originating from any neighbouring property.

7. Utilities.

- (a) To make suitable arrangements for the supply of water, gas, electricity, telecommunication, information and other utility services to, from or for the Land.
- (b) Subject to Clause 8.4, to take such steps and make such arrangements from time to time as it considers appropriate to:
 - (i) increase the supply of any utility to the Development when existing supply may not be sufficient to cope with current needs; or
 - (ii) procure to be supplied to the Development any utility not previously supplied to the Development.

Without prejudice to the generality of the above, the Manager may (subject to Clause 8.4 and all approvals required under the law or the Land Grant having been obtained):

- (iii) install or permit any utility supplier to install additional plant, equipment and Conduits which are necessary for increasing the supply of or (as the case may be) supplying the utility concerned in such of the Common Parts as the Manager considers appropriate;
- (iv) carry out all works to the Common Parts for the purpose of facilitating the installation of such additional plant, equipment and Conduits; and/or
- (v) convert Common Parts currently used for other purposes for the installation of such additional plant, equipment and Conduits

Provided That if any such works are required by the Owner that Owner shall bear the cost of the works.

- (c) To install, maintain and operate as the Manager deems fit communal radio, television or telecommunication cables, aerials and satellite dishes, Conduits for the transmission of information and other similar apparatus serving the Development.
- (d) To take all reasonable steps to prevent any person from overloading any of the electrical installations and circuits in the Development.
- (e) To negotiate and enter into and perform contracts with operators or providers of telecommunication or internet services for the supply of such services to the Development Provided That the Manager shall not enter into any contract for the installation or use of aerial broadcast distribution or telecommunications network facilities or any contract for the provision of broadcast distribution network or telecommunications network services unless:
 - (i) the term of the contract does not exceed 3 years;

- (ii) the right to be granted under the contract is non-exclusive and the contract provides for sharing the use of the facilities and network with other service providers; and
- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services unless he is a subscriber to the relevant services.

Without prejudice to the generality of the foregoing, to make all necessary connections as the Manager deems appropriate to enable the transmission of the services to occupants of the Development.

8. Security. To provide and maintain as the Manager deems fit security personnel, closed circuit T.V. systems, burglar alarms and other security measures for the Land.
9. Appointment of Lawyers. To appoint as it deems fit solicitors or legal counsel to advise upon any matter which arises in relation to the Land or this Deed and to grant them authority to accept service on behalf of the Owners of legal proceedings relating to the Land (except proceedings relating to the rights or obligations of individual Owners) and in all proceedings to which the Government is a party to appoint a solicitor who will undertake to accept service on behalf of the Owners (save and except the Owner of the Government Accommodation) (whether for the purpose of Order 10 Rule 1 of the Rules of the High Court or otherwise) within 7 days of being requested to do so by the Government.
10. Contracts.
 - (a) To appoint or employ agents, contractors or sub-managers (including professional property management companies) to carry out various aspects of the management of the Development or management in respect of certain area(s) of the Development Provided That the Manager shall not transfer or assign its rights, duties or obligations under this Deed to any such third parties and the Manager shall always remain responsible for the management and control of the whole Development.
 - (b) To appoint accountants to audit the management accounts and books and prepare the annual income and expenditure accounts and balance sheets.
11. Enforcement of Deed.
 - (a) To enforce and take all reasonable steps to ensure compliance with this Deed and the Development Rules by the Owners (save and except the Owner of the Government Accommodation), occupiers and licensees of the Land including by the commencement, conduct, defence and enforcement of legal proceedings (the provisions of Clause 10.13 applying to any such action) and by the registration and enforcement of charges in accordance with Clause 10.14.

- (b) To recover all costs and expenses incurred by the Manager in relation to an exercise of its power under paragraph 11(a) of this Schedule from the defaulting Owner.
- (c) To forbid any Owner (except the Owner of the Government Accommodation) who breaches this Deed and his tenants and licensees from using the Common Parts until the default is rectified Provided that the supply or transmission of utility services (including but not limited to electricity, water, gas and telecommunication) to the Owner's Unit shall not be interrupted and the access to the Owner's Unit shall not be prevented.
- (d) To discontinue providing management services to any Owner (save and except the Owner of the Government Accommodation) who breaches this Deed.
- (e) To remove any structure or installation or to demolish any building works in any part of the Land which are in contravention of this Deed, the Land Grant, or the law and to recover from the Owner of the Unit concerned all costs and expenses incurred by the Manager in connection with the exercise of the power in this paragraph 11(e) and making good any damage thereby caused to any other part of the Land Provided That this paragraph 11(e) does not impose any obligation on the Manager to carry out any works or activities it is empowered to carry out under this paragraph 11(e).
- (f) Where an Owner (save and except the Owner of the Government Accommodation) defaults in:
 - (i) any repair or maintenance obligations under this Deed; or
 - (ii) carrying out any activity to his Unit which is required to be carried out under the law or this Deed;

to carry out to or in the Owner's Unit all necessary works or activities as the Manager considers appropriate to ensure compliance with this Deed or (as the case may be) the law, to employ contractors and workmen to carry out such works and activities and to recover from the Owner all costs and expenses incurred by the Manager in connection with the exercise of the power in this paragraph 11(f) Provided That this paragraph 11(f) does not impose any obligation on the Manager to carry out any works or activities it is empowered to carry out under this paragraph 11(f).
- (g) To take such steps as the Manager deems appropriate for removing from the Land any dogs, cats, pets, livestock, birds, poultry or other animals the presence of which in the Land or any Unit constitutes a contravention of this Deed.
- (h) To remove from the Recreational Facilities, any person who fails to comply with or is in breach of any applicable Development Rules and to exclude any person who has been in persistent breach of such Development Rules from the use of the Recreational Facilities, for such period as the Manager shall in its discretion deem appropriate.

- (i) To post on the public notice boards of or other prominent places in the Development the unit number of any Owner (except the Owner of the Government Accommodation) who is in breach of this Deed together with particulars of the breach.

12. Dealings with Government.

- (a) Subject to Clause 8.2(a) and Clause 8.8(b), to have the exclusive right to represent the Owners in dealings with the Government or any other competent authority or any other person concerning the Land as a whole or the Common Parts, with power to bind all Owners as to any policy adopted, decision reached or action taken in relation to any such dealings.
- (b) Subject to the approval by a resolution passed at an Owners' meeting convened under this Deed, to surrender to the Government any part of the Common Parts on such terms and conditions and by deeds and documents of form and substance as the Manager deems fit.
- (c) To comply with any legislation and lawful requirements of the Government and any competent authority.
- (d) To comply with and take all steps the Manager may decide to ensure the compliance with all provisions in the Land Grant applicable to the Land as a whole.
- (e) To commence conduct carry out and defend legal and other proceedings touching or concerning the Land or the management thereof all in the name of the Manager.

13. Grant and acceptance of leases, rights.

- (a) To, subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed), grant upon such terms as it considers appropriate:
 - (i) rights of way and other easements and rights of any other kind (whether constituting an interest in land or otherwise) over or relating to any Common Parts; and
 - (ii) franchises, leases or tenancy agreements in respect of and licences to use any Common Parts;

in either case to such persons (including, without limitations, owners or occupiers of any adjoining or neighbouring property, the Government or members of the general public) and upon such terms as it considers appropriate Provided that such grant shall not contravene the Land Grant or Section 34I(1)(b) of the Ordinance and that access to and use and enjoyment of the Unit of any Owner shall not be affected. All income and receipts arising therefrom shall form part of the Management Funds.

- (b) To obtain, upon such terms as the Manager deems fit but subject to the approval by a resolution passed at an Owners' meeting convened under this Deed, grant of easements, licences or rights of any other kind whether constituting an interest in land or otherwise which will, in the opinion of the Manager, benefit the Owners and occupiers of the Land and to perform all terms and conditions on which such a grant is made.
- 14. Common Parts Shares. To take an assignment of and hold the Common Parts Shares and the Common Parts on trust in accordance with this Deed.
- 15. Staff and professional consultants.
 - (a) To employ such staff and on such terms as it deems fit to enable it to perform its powers and duties under this Deed and to provide such staff with any necessary accommodation, uniforms, working clothes and all materials and equipment.
 - (b) To retain the service of such professional consultants on such terms as it deems fit for the purpose of carrying out its powers and duties under this Deed.
- 16. Entry.
 - (a) To enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required and the entry may take place at all times) any part of the Land to exercise or carry out any of its powers or duties under this Deed for the purpose of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Parts or Owners other than the Owner whose Unit is being entered under the power provided in this paragraph 16(a) Provided That the Manager shall at its own costs and expense make good any damage and be responsible for any liability caused by the negligent, wilful or criminal acts or omissions of the Manager or its employees, agents or contractors in entering any part of the Land pursuant to this paragraph 16(a).
 - (b) To replace broken window glass or glazing in any Unit (except the Government Accommodation) which remains unreplaced for 7 days after the Manager has served a notice on the Owner or occupier of that Unit requiring him to replace the same (and the Owner of that Unit shall reimburse the Manager all costs and expenses in relation to such replacement) Provided That this paragraph 16(b) does not impose any obligation on the Manager to replace any broken window glass or glazing in any Unit.
 - (c) The Manager shall have the free and uninterrupted right, at all reasonable times upon prior notice (except in an emergency when no notice is required), to obtain access to and from and through the Shopping Arcade to obtain access to and from the F.S. Control Room on Ground Floor, the Main Switch Room on 1st Floor and such other Common Parts which can only be accessed by passing through the Shopping Arcade (and such right may be exercised with or

without surveyors, contractors, workmen and others, and with or without plant, equipment, materials, machinery and chattels) causing as little disturbance as reasonably possible and forthwith making good any damage thereby caused to any part of the Shopping Arcade or anything therein.

- (d) Where the power referred to in paragraph 16(a) or (b) of this Schedule is exercised against the Government Accommodation the prior approval of the Owner of the Government Accommodation is required (except in emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.

17. Development Rules.

With the approval of the Owners' Committee, if any, to make, revoke and amend Development Rules regulating:

- (a) the use, occupation, security, maintenance, fitting-out, decoration, renovation and environmental control of the Land or any part thereof (except the Government Accommodation);
- (b) the conduct of persons occupying, visiting or using the Common Parts and the conditions of such occupation, visit or use, including the payment of charges;
- (c) matters pertaining to the protection of the Common Parts; and
- (d) other matters pertinent to the beneficial management of the Land (including without limitation matters pertaining to the protection of the environment of the Land and the implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection);

Provided That Development Rules made or amended in accordance with this paragraph 17 shall not be inconsistent with or contravene this Deed (and in case of such inconsistency, this Deed shall prevail), the Ordinance or the Land Grant or adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation. Such Development Rules shall bind the Owners, their tenants, licensees and invitees. A copy of the Development Rules shall be posted on the public notice boards of the Development and a copy shall be supplied to each Owner on request on payment of reasonable copying and administrative charges. For the avoidance of doubt, the Manager may make or amend such Development Rules before the formation of an Owners' Committee in which case the approval of the Owners' Committee is not required.

- 18. Consent. Subject to Clause 8.8(c) and save as otherwise provided in this Deed, to give (with or without conditions) or withhold its consent to anything which requires its consent pursuant to this Deed and where any administrative fee is imposed by the Manager as a consideration for the granting of such consent, such administrative fee shall be held for the benefit of the Owners and be credited to the Special Fund. The Manager shall be entitled to charge not more than a reasonable administrative fee for issuing the consent.

19. Complaints. To deal with all enquiries, complaints, reports and correspondence relating to the Land (except the Government Accommodation).
20. Festive decorations. To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development (except the Government Accommodation) as it deems fit.
21. Meetings of Owners. To convene meetings of the Owners and to act as secretary in keeping the minutes of such meetings.
22. Acquisition of property. To, subject to this Deed (including without limitation Clauses 8.4, 10.10 and 12.10) purchase, hire or otherwise acquire as it deems fit movable property, supplies, goods or services for use in relation to the Land.
23. Execution of documents. For the purpose of effecting any dealing or transaction relating to the Common Parts or the Common Parts Shares in accordance with this Deed, to execute and enter into any deed or document without joining any Owner (including any previous Owner) as a party thereto, the intention being that:
 - (a) the Manager, as trustee holding the Common Parts and the Common Parts Shares in accordance with this Deed, is empowered to execute and enter into such deed or document; and
 - (b) such deed and document shall, upon execution by the Manager as trustee empowered as mentioned above, be binding on all Owners as beneficial owners of the Common Parts and the Common Parts Shares.
24. Environmental matters.
 - (a) To provide appropriate and sufficient waste separation and recovery facilities consisting of materials that will not cause any fire hazard (including, but not limited to, waste separation bins) at such locations within the Common Parts:
 - (i) as it may consider suitable and convenient to facilitate waste separation and recovery by Owners and occupiers of the Development; and
 - (ii) so as not to cause obstruction to any fire escape route.
 - (b) To ensure that recyclable materials recovered from the waste separation and recovery facilities or through the regular cleaning process shall be properly collected, stored and sent for recycling.
 - (c) To maintain the waste separation and recovery facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development.
 - (d) To organize on a regular basis activities it may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and encourage Owners and occupiers of the Development to

participate in such activities with a view to improving the environmental conditions of the Development.

- (e) Subject to the approval of the Owners' Committee or the Owners' Corporation, if formed, to make Development Rules requiring Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes.

25. Decoration Deposits.

- (a) If any works are to be carried out to a Unit (except for the Government Accommodation), to obtain from its Owner a refundable Decoration Deposit of a sum equal to 1 month's Monthly Management Fees payable for that Unit for the time being or of such amount as may from time to time be stipulated in the Development Rules.
- (b) Without prejudice to other rights and remedies of the Manager, to deduct from the Decoration Deposit such amount of costs, expenses, loss or damage resulting from any breach of paragraph 9 of Schedule 5 and to refund to the Owner concerned the balance (if any) of the Decoration Deposit without interest.

26. Matters outside boundary. To carry out and perform all acts, activities and works required by the Land Grant, the law or insurers of insurance taken out in relation thereto, or which are deemed appropriate by the Manager for performing and complying with the provisions of the Land Grant, the law or those insurers in relation to the same.

27. Matters benefitting the Owners. To carry out and perform other things as are necessary incidental to the management of the Land in accordance with the Land Grant or for the common benefit of the Owners.

28. Geotechnical works. To inspect, keep and maintain in good and substantial repair and condition and carry out all necessary works in respect of the Slope Structures in compliance with the conditions of the Land Grant and in accordance with the Geotechnical Guidelines, the Slope Maintenance Manuals and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slope Structures and to employ suitably qualified personnel for that purpose.

29. Sub-Deed of Mutual Covenant.

- (a) To act as manager under a Sub-Deed of Mutual Covenant relating to any part of the Development and exercise all powers and perform all duties under the Sub-Deed of Mutual Covenant if so appointed under the Sub-Deed of Mutual Covenant.

- (b) Where a Sub-Deed of Mutual Covenant and/or Sub-Management Agreement or any similar deed or document is entered into in respect of any part of the Development and the Manager is not appointed Manager under the same, to do all things as the Manager considers appropriate for co-ordinating with the manager appointed under the same.
- 30. Transformer Room Facilities. To repair, maintain and reinstate the Transformer Room Facilities during the term of the Land Grant.

SCHEDULE 10

Works and Installations

The following works and installations, to the extent forming Common Parts (except in the case of Slope Structures):

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the Slope Structures (if applicable);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations (if applicable);
- (x) gas supply system;
- (xi) window installations; and
- (xii) ventilation system(s).

IN WITNESS whereof the parties have executed this Deed the day and year first above written.

THE FIRST OWNER

SEALED with the COMMON SEAL of)
)
)
and SIGNED by)
)
)
whose signature(s) is/are verified by:)

THE FIRST ASSIGNEE

SIGNED, SEALED and DELIVERED by)
)
)
in the presence of:)
)
)

THE COMPANY

SEALED with the COMMON SEAL of)
)
and SIGNED by)
)
)
whose signature(s) is/are verified by:)

^θ [THE MORTGAGEE

[SEALED with the COMMON SEAL of)
[Building Mortgagee])
)
and SIGNED by)
)
whose signature(s) is/are verified by:])

OR

[SIGNED SEALED and DELIVERED by
[insert name(s) of attorney(s)], the lawful
attorney(s) of [insert name of the Building
Mortgagee] whose signature(s) is/are
verified by:-]

[θ To be deleted if the Mortgage has been released upon execution hereof.]

APPENDIX 1

The Plans

APPENDIX 2

Particulars of and plans showing locations of Noise Mitigation Measures

1. Noise barrier

- (a) 1.3m solid noise barriers shown (for the purpose of identification) marked with dashed green line on the plans annexed to this Appendix on 3rd Floor of the Development to protect dormitories of Residential Care Home for the Elderly of the Government Accommodation from traffic noise at the following locations: Dorm 1, Dorm 2, Dorm 3, Dorm 4, Dorm 5, Dorm 6 and Dorm 7.
- (b) A noise barrier shown (for the purpose of identification) coloured red on the plans annexed to this Appendix to protect Dorm 4, Dorm 5 and Dorm 6 of Residential Care Home for the Elderly of the Government Accommodation from traffic noise.

2. Acoustic balconies

Acoustic balconies shown (for the purpose of identification) coloured yellow on the plans annexed to this Appendix (including acoustic lining therein) for the following Flats for noise affected living rooms and bedrooms:

Flat	Floor	Location
01	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
02	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
02	21st Floor	Bedroom 1
03	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
05	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
06	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
07	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
08	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
09	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
10	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
11	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
12	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
15	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
16	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
17	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
18	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room

3. Fixed/maintenance windows

Fixed/maintenance windows for the following Flats for noise affected living rooms, bedrooms and dining rooms:

Flat	Floor	Location
01	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room, Bedroom
01	21st Floor	Master Bedroom

02	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
02	21st Floor	Living Room, Bedroom 1, Bedroom 2
03	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
03	21st Floor	Living Room, Bedroom 2
05	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
05	21st Floor	Bedroom 1
06	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
06	21st Floor	Living Room, Bedroom 1, Bedroom 2, Bedroom 3
07	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
08	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room, Bedroom 1, Bedroom 2
09	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room, Bedroom
10	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
11	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
12	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
15	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
16	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room
17	7th Floor - 12th Floor, 15th Floor - 20th Floor	Living Room, Bedroom 1, Bedroom 2
18	7th Floor - 12th Floor, 15th Floor - 20th Floor	Dining Room, Bedroom 1, Bedroom 2

The aforesaid noise reduction windows (fixed/maintenance windows) are shown (for the purpose of identification) coloured indigo on the plans annexed to this Appendix. The fixed/maintenance windows are not designed to open for ventilation. Mistaken usage of these fixed/maintenance windows would subject to traffic noise nuisance.

4. Recessed noise reduction windows

Recessed noise reduction windows shown (for the purpose of identification) coloured pink on the plans annexed to this Appendix for the following Flats for noise affected bedrooms:

Flat	Floor	Location
08	7th Floor - 12th Floor, 15th Floor - 20th Floor	Bedroom 1, Bedroom 2
09	7th Floor - 12th Floor, 15th Floor - 20th Floor	Bedroom
17	7th Floor - 12th Floor, 15th Floor - 20th Floor	Bedroom 1, Bedroom 2
18	7th Floor - 12th Floor, 15th Floor - 20th Floor	Bedroom 2

Note: Further details of the Noise Mitigation Measures are provided in the NIAR.