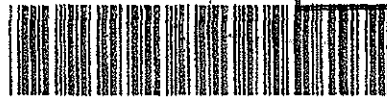


For Reference



Memorial No. : 8383100

Received on : 17 May 2001

MEMORIAL of an instrument to be registered in the Land Registry/ New Territories Land Registry under the Land Registration Ordinance			Serial No. <i>8383100</i> Date <i>17 JUL 2001</i>		FOR LAND REGISTRY USE ONLY
Solicitors Code	Stamp Office No. Nil.	Stamp Duty \$ Nil.		Serial No. <i>359</i>	
Date of instrument	The 23rd day of April 2001.			Reg. Fee \$ <i>7000</i>	
Nature and object of the instrument	DEED OF MUTUAL COVENANT INCORPORATING MANAGEMENT AGREEMENT (in duplicate)(as per plan)			Nature of Instrument Code <i>74</i>	
Consideration	Nil.			Consideration Code	
Memorial number of transaction notified [Regs.6(1)(f) and 6(2)(g)]	Nil.				
Names of parties	Hong Kong Identity Card/Company Registration/Other Identification (please specify) Numbers* (in case of change of ownership)	Status of parties (Assignor/ Assignee/etc.)	Their respective shares in, and capacities in relation to, the premises	Capacity Code	
RANEX INVESTMENTS LIMITED (隆益投資有限公司)	N/A	"the First Owner"	N/A		
LAI YU KEUNG (黎裕強)	N/A	"the First Assignee"	N/A		
SHUN TAK PROPERTY MANAGEMENT LIMITED (信德物業管理有限公司)	N/A	"the Manager"	N/A		
WESTDEUTSCHE LANDESBANK GROSZENTRALE, HONG KONG BRANCH	N/A	"the Agent"	N/A		<i>6</i>
Premises affected by the instrument	Undivided Share (if any) : -- Lot No.: INLAND LOT NO.8880				
	Address : (if applicable) Block: -- Flat: -- Floor: -- Premises No. 8, 89 Street Name: Belcher's Street, Pok Fu Lam Road, The Belcher's, Pok Fu Lam (HK/NT)*				

On this 9th day of May 20 01 I Elsa Tsz Kwan Lee (name)
of Johnson Stokes & Master Hong Kong, Solicitor
(name of solicitors firm), a public officer duly authorised by the
(rank)

(head of department), hereby certify that the foregoing Memorial contains a just and true account of the several particulars therein set forth as required by the Land Registration Regulations.

2224R *6(5)* *2001* *28.6.2001* *from J.C.M. in LR 128786 (20) filed in July*
Hong Kong

Note : If space is insufficient, please show particulars on a separate sheet, make reference and staple the sheet onto this form.
* : Delete whichever is inapplicable

Dated the 23rd day of April 2001

RANEX INVESTMENTS LIMITED

AND

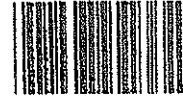
LAI YU KEUNG

AND

SHUN TAK PROPERTY MANAGEMENT LIMITED

AND

WESTDEUTSCHE LANDESBANK GIROZENTRALE,
HONG KONG BRANCH



DOC

DEED OF MUTUAL COVENANT incorporating
MANAGEMENT AGREEMENT


in respect of

INLAND LOT NO. 8880

(The Belcher's (寶翠園),

No. 89 Pok Fu Lam Road, Hong Kong)

REGISTERED in the Land Registry
by Memorial No. 8383100
on 17 May 2001



for Land Registrar

JOHNSON STOKES & MASTER
SOLICITORS & C.,
18TH FLOORS, PRINCE'S BUILDING,
10 CHATER ROAD,
HONG KONG.

(304)

ETKL/AFK/R1/98/786950/1
PC/ALd26359(w) (190401)

AAKE3

Reviewed by 

Revision No. A

Date 16/4/02.

For Reference

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For Reference

THIS DEED is made the 23rd day of April Two thousand and one

BETWEEN:-

- (1) RANEX INVESTMENTS LIMITED (隆益投資有限公司) whose registered office is situate at Penthouse, 39th Floor, Shun Tak Centre, 200 Connaught Road, Central, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part,
- (2) LAI YU KEUNG (黎裕強) of Flat C on the 16th Floor of Tower 1 of The Belcher's, No.89 Pok Fu Lam Road, Pok Fu Lam, Hong Kong ("the First Assignee" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part,
- (3) SHUN TAK PROPERTY MANAGEMENT LIMITED (信德物業管理有限公司) whose registered office is situate at Penthouse, 39th Floor, Shun Tak Centre, 200 Connaught Road, Central, Hong Kong ("the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part, and
- (4) WESTDEUTSCHE LANDESBANK GIROZENTRALE, HONG KONG BRANCH of 36th Floor, Bank of America Tower, 12 Harbour Road, Hong Kong as agent for the Secured Creditors (as hereinafter defined)("the Agent" which expression shall where the context so admits include its successors and assigns) of the fourth part.

DEFINITIONS :-

In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires :-

"adopted annual management budget" means the annual management budget prepared in accordance with Clause 3.4.1(b)(iv) or the revised annual management budget prepared in accordance with Clause 3.4.1(d) (as the case may be);

"Building Plans" means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development approved by the Building Authority under reference no.BD 2/2007/96 and include any approved amendments thereto;

"Building Fund" means the non-refundable Building Fund maintained by the Manager under Clause 3.5.1 and contributed by the Owners (save and except the Manager and the Owner of the Government Accommodation);

"Building Mortgage" means the Building Mortgage over the Lot dated 18th January 1997 made between the First Owner as borrower and the Agent as agent for the Secured Creditors and registered in the Land Registry by Memorial No.6895286 as the same may from time to time be supplemented;

"Car Park Common Areas and Facilities" means all Mixed Car Parking Areas on podium levels 4 and 5 of the Development other than those specifically designated as Mixed Car Parking Spaces and Residential Visitors' Car Parking Spaces and shown on the car park layout plan approved by the Building Authority including car park guard room, Disabled Car Parking Spaces, driveways, control gates, columns, walls and beams and all the water pipes, drains and wires and cables and lighting serving the Mixed Car Parking Spaces, fire fighting installation and equipment, and any other facilities installed for the use and benefit of the Mixed Car Parking Spaces, and includes such other areas, apparatus, devices, systems and facilities of and in the Development as are now or may from time to time be designated by the First Owner as Car Park Common Areas and Facilities;

"Certificate of Compliance" means the certificate or letter from the Director of Lands certifying that the General and Special Conditions of the Conditions have been complied with to his satisfaction in relation to the whole of the Lot;

"Commercial Accommodation" means such parts of the Development constructed or to be constructed for commercial purposes known as or intended to be known as "The Westwood (西實城)" including but not limited to the Shopping Areas, the Commercial Loading and Unloading Spaces and the external walls of the Commercial Accommodation and comprising the whole of the Development other than (1) the Government Accommodation, (2) the Residential Accommodation, (3) the Kindergarten and Parking Space for Kindergarten, (4) the Mixed Car Parking Areas, (5) the Private Car Parking Areas and (6) the Common Areas and Facilities;

"Commercial Loading and Unloading Spaces" means the 20 loading and unloading spaces, Nos.1-5 and Nos.7-11 on upper ground floor of the Development and No.1 and Nos. 8-16 on podium level 1 of the Development the use of which is or will be set aside or reserved for the loading and unloading of motor vehicles in accordance with Special Condition (51)(c)(ii) of the Conditions and serving exclusively and forming part of the Commercial Accommodation including the driveways and passages serving such spaces exclusively;

"Common Areas and Facilities" means the Development Common Areas and Facilities, Residential Common Areas and Facilities and Car Park Common Areas and Facilities and all those parts and such of the facilities of the Development designated as common areas and facilities in any Sub-Deed;

"Conditions" means the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of the Lot, namely certain Agreement and Conditions of Exchange dated 18th January 1997 made between the Governor of Hong Kong and the First Owner and deposited and registered in the Land Registry as Conditions of Exchange No.12437 as varied or modified by a Modification Letter dated the 5th March 1999 and registered in the Land Registry by Memorial No. 7725479 under which the First Owner is entitled to a Lease for a term of years commencing on 18th January 1997 and expiring on 5th September 2030 and shall include any subsequent extensions or variations or modifications thereto or renewals thereof;

"Consent to Assign" means the certificates or letters from the Director of Lands granting consent to the First Owner to assign Undivided Shares together with the exclusive right to hold, use, occupy or enjoy a part or parts of the Development before the issue of the Certificate of Compliance;

"Day Nursery" means the day nursery constructed and provided on podium level 2 of the Development in accordance with Special Condition No.(24)(a)(i) of the Conditions;

"Deed of Grant of Easement" means any Deed or Deeds of Grant of Easement entered into by the First Owner and/or the Manager pursuant to the powers reserved under this Deed and any other documents having the effect of a variation or modification of any of the same;

"Development" means the whole of the development erected or to be erected on the Lot known or intended to be known as THE BELCHER'S (寶翠園) as the same may be modified or redeveloped either wholly or in part;

"Development Common Areas and Facilities" means and includes the Public Common Area and Facilities, the Items, the Development foundations, access roads, vehicular access, emergency vehicle access on upper ground floor and lower ground floor of the Development, driveways, footpaths, pedestrian ways, pavements, ramps, external walls (other than those forming part of the Commercial Accommodation or the Residential Accommodation), Slopes and Retaining Walls, existing disused air-raid tunnel, passages, entrances, School Bus Lay-by, Taxi Lay-bys, walkways, staircases, landings, planters, flower beds and boxes, switch rooms, transformer rooms, emergency generator room, mechanical/electrical rooms, plant rooms, fan rooms, water feature filtration plant room, meter rooms, pump rooms, TBE rooms, light wells, generators, lighting conduits and fittings, lighting system, mechanical ventilation system, drains (including any road drainage systems passing through the Lot serving the Development), gutters, watercourses, channels, sewers (including any sewer, drain or pipe constructed by the First Owner on or beneath government land serving exclusively the Development or any part thereof), meters, transformers, lighting fixtures, pipes, ducts, wires, cables, valves, switches and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Development, pumps, tanks, sanitary fittings, electrical installations, refuse collection facilities, refuse disposal equipment, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, sprinkler system, security systems and apparatus and communal aerial and broadcasting device system intended for the common use and benefit of the Development as a whole and not just any particular part thereof and such other areas and any other systems, devices and facilities provided or installed in the Development and intended to serve the Development as a whole and not just any particular part thereof, and such additional areas, systems, devices and facilities of the Lot or the Development as may at any time be designated as Development Common Areas and Facilities by the First Owner in accordance with the provisions of this Deed but shall exclude the Residential Common Areas and Facilities and the Car Park Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner and for the avoidance of doubt, shall exclude the Government Accommodation;

"Development Rules" means any rules and regulations as the Manager may make from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Development excluding the Government Accommodation;

"Disabled Car Parking Space" means a space or car port in the Mixed Car Parking Areas, one on each of levels 4 and 5 of the Development, intended for the parking of motor vehicles of disabled persons;

"First Assignee's Unit" means all those 144 equal undivided 705,271st parts or shares of and in the Lot of the Development together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat C on the 16th Floor of Tower 1 of The Belcher's (寶翠園), No. 89 Pok Fu Lam Road, Pok Fu Lam, Hong Kong;

"F.S.I." 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 all references to F.S.I. in this Deed shall if the context permits include its successors and assigns and shall be construed as references to F.S.I. in its capacity as Owner of the Government Accommodation but not further or otherwise;

"Government" means the Government of the Hong Kong Special Administrative Region of the People's Republic of China;

"Government Accommodation" means collectively the Day Nursery and the Social Centre for the Elderly as herein defined;

"G.P.A." means the Government Property Administrator of the Government Property Agency of 31st Floor, Revenue Tower, No.5 Gloucester Road, Wanchai, Hong Kong;

"Green Area" means the area shown coloured green on PLAN 1 annexed to the Conditions including such constructions thereon (including bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements or such other structures as the Director of Lands may require) constructed in accordance with Special Condition (6) of the Conditions as portions of future public roads for building, vehicular and pedestrian traffic to be carried thereon;

"Items" means the Items specified in Special Condition (37)(a) of the Conditions which shall include the external finishes of the Government Accommodation, the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation; all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development; 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; all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and all the other common parts and facilities serving the Government Accommodation and the remainder of the Development;

"Kindergarten and Parking Space for Kindergarten" means the kindergarten at podium level 3 of the Development including the covered play area for the kindergarten and its ancillary

facilities provided and constructed within the Lot for the purposes of a private kindergarten and such other ancillary uses as may be approved by the Director of Education in writing in accordance with Special Condition (42)(a) of the Conditions and the parking space No. 12 on upper ground floor of the Development for use in connection with the kindergarten in accordance with Special Condition (51)(a) (iii) of the Conditions and "Kindergarten" shall be construed accordingly;

"Landscaping Proposals" means the proposals and plans for the landscaping of the Lot and includes any amendments thereto approved by the Director of Lands pursuant to Special Condition (22) of the Conditions;

"Lot" means all that piece or parcel of ground registered in the Land Registry as Inland Lot No.8880 including any further extensions thereto (if any);

"management expenses" means the costs, charges and expenses incurred or to be incurred for the management and maintenance of the Lot and the Development and the Common Areas and Facilities therein as provided in this Deed; \

"Manager" means the Manager or any other manager for the time being appointed as manager of the Lot and the Development pursuant to the provisions of this Deed and in the absence of any such appointment, the Owners' Committee shall act as the Manager;

"Master Layout Plans" means the plans, specifications and drawings in respect of the Lot and includes any amendments thereto approved by the Director of Lands pursuant to Special Condition (17) of the Conditions and a signed copy of which has been deposited with the Director of Lands;

"Mixed Car Parking Areas" means the whole of the car parks on podium levels 4 and 5 of the Development including the car parking spaces, motor-cycle parking spaces, ramps, driveways and passages within the car parks and car park guard room;

"Mixed Car Parking Space" means a space or car port in the Mixed Car Parking Areas other than the Residential Visitors' Car Parking Spaces and the Disabled Car Parking Spaces intended for the parking of motor vehicles by an Owner or resident of the Residential Accommodation and his bona fide visitors and to which Undivided Shares have been or will be allocated;

"Motor-cycle Parking Space" means a space or car port in both the Mixed Car Parking Areas and the Private Car Parking Areas intended for the parking of private motor-cycles in accordance with Special Condition (51)(b) of the Conditions;

"Occupation Permit" means a temporary or permanent occupation permit issued by the Building Authority in respect of the Development or any part or parts thereof;

"Owner" means and includes each person in whom for the time being any Undivided Share is vested and is registered as such under the Land Registration Ordinance and every joint tenant or tenant in common of any such Undivided Share and where any such Undivided Share has been assigned or charged by way of mortgage or charge the word Owner shall include both

mortgagor or chargor and mortgagee or chargee in possession of such Undivided Share or any mortgagee or chargee who has foreclosed PROVIDED THAT, subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession or has foreclosed or is in receipt of the rents and profits of such Undivided Share;

"Owners' Committee" means a committee of the Owners of the Development established under the provisions of this Deed and, where an Owners' Incorporation has been formed, the management committee of the Owners' Incorporation;

"Owners' Incorporation" means the owners' incorporation of the Development formed in accordance with the provisions of the Building Management Ordinance (Cap.344);

"Pedestrian Escalator Link" means the covered pedestrian escalator link with all supports and connections (including any ramps, stairways, internal and external fittings and fixtures and lighting fittings thereof) constructed or to be constructed in accordance with Special Condition (44) of the Conditions;

"Private Car Parking Areas" means the whole of such spaces, car ports, ramps, driveway or areas provided on podium levels 6 and 7 of the Development, the use of which is or will be set aside or reserved for the parking of motor vehicles including motor-cycles;

"Public Common Areas and Facilities" means and includes the Yellow Area (until possession of which is redelivered to the Government), the Green Area (until possession of which is redelivered to the Government), the Public Open Space, the Pedestrian Escalator Link and those parts of the Development Common Areas and Facilities which are open for public use pursuant to the terms and conditions of the Conditions or this Deed including the Rights of Way;

"Public Open Space" means the open space(s) provided in the Lot which is open for use by the public 24 hours a day free of charge to pass and repass on foot to from over and along in accordance with Special Condition (43) of the Conditions;

"Recreational and Communal Areas and Facilities" means the following areas and facilities provided installed or intended for recreational use by Owners and occupiers of the Residential Accommodation and their bona fide visitors, namely, resident club house entrance hall, squash court, putting green, ballet room, aerobic/dance room, gymnasium centre, snooker room, rest area, children's world, basket ball court/5-A-side soccer/badminton court, tennis courts, covered tennis court, opened tennis court, table tennis room, exercise room, toys room, elderly exercise/tai chi room, club house lobby, counters, enquiry desk, reception lobby, cleaners' rooms, club management rooms, store rooms, indoor and outdoor swimming pools, jacuzzi, air loungers, pool deck, viewing platform, meeting plaza, lift lobby, planter, male and female changing rooms and lavatories, diaper changing room, disabled lavatories, saunas, steam room, disabled lavatory and changing room with shower, landscaped areas and covered children's play area on podium level 10 of the Development; and such other recreational areas and ancillary facilities and associated plant and equipment of and for such areas and facilities

as may from time to time be constructed by the First Owner for use by the residents of the Development erected or to be erected within the Lot and their bona fide visitors;

"Residential Accommodation" means such parts of the Development constructed or to be constructed for residential purposes in accordance with the Conditions known as or intended to be known as The Belcher's (寶翠園);

"Residential Common Areas and Facilities" means and includes the structures and interiors of the supporting walls, beams and columns of the residential podium of the Development and of the Towers, the Recreational and Communal Areas and Facilities, the Residential Loading and Unloading Spaces, Residential Visitors' Car Parking Spaces, terraces and flat roofs and roofs and upper roofs and top roofs (other than those held or intended to be held with a Residential Unit), external walls of the Residential Accommodation, walls, parapet walls, canopies, passages, entrances, walkways, covered walkways, staircases, landings, emergency vehicle access on podium level 11 of the Development, covered landscaped areas, planters, flower beds and boxes, foyers, halls, lobbies, entrance lobbies, lift lobbies, lifts, lift shafts, switch rooms, transformer rooms, emergency generator room, mechanical/electrical rooms, plant v rooms, fan rooms, electric cable chamber rooms, meter rooms, pump rooms, fire services control room, refuse rooms, mail rooms, lift machine rooms, refuge floors of the Towers, caretakers' rooms and caretakers' office, caretakers' counter, F.S. inlet valve chambers, skylight, skylight covered walkways, pavilions, barbecue area, lift pits, cat ladders, light wells, generators, lighting conduits and fittings, lighting system, mechanical ventilation system, drains, sump pits, gutters, watercourses, channels, sewers, meters, transformers, lighting fixtures, pipes, ducts, wires, cables, valves, switches and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, refuse collection facilities, refuse disposal equipment, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, sprinkler system, security systems and apparatus, communal television and radio aerial systems, satellite and/or cable television system, intended for the common use and benefit of the Residential Accommodation as a whole and not just any particular Residential Unit and such other areas and any other systems, devices and facilities provided or installed in the Residential Accommodation and intended to serve the Residential Accommodation as a whole and not just any particular Residential Unit and such additional areas, systems, devices and facilities of the Lot or the Development as may at any time be designated as Residential Common Areas and Facilities by the First Owner in accordance with the provisions of this Deed but shall exclude the Development Common Areas and Facilities and Car Park Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Accommodation serving only any particular Owner;

"Residential Loading and Unloading Spaces" means the 6 loading and unloading spaces Nos.2-7 on podium level 1 of the Development the use of which is or will be set aside or reserved for the loading and unloading of motor vehicles in accordance with Special Condition (51)(c)(i) of the Conditions and serving exclusively and forming part of the Residential Common Areas and Facilities;

"Residential Visitors' Car Parking Spaces" means the 30 parking spaces Nos.4001 to 4030 on podium level 4 of the Development intended for the parking of motor vehicles including motor-cycles by visitors of the Residential Accommodation;

"Residential Unit" means a unit (including the terraces and/or flat roofs and/or roofs (if any) thereof) in the Residential Accommodation to which Undivided Shares have been or will be allocated;

"Rights of Way" means the areas shown coloured brown and brown hatched black on PLAN I annexed to the Conditions and the paved way constructed thereon (including the associated street furniture, traffic aids, street lighting, sewers, drains and other structures) constructed in accordance with Special Condition (5) of the Conditions and including all subsequent alterations and which is/shall be enjoyed non-exclusively by the Lot and the Development;

"School Bus Lay-by" means the 1 lay-by on upper ground floor of the Development the use of which is or will be set aside or reserved for the use of the Kindergarten and for the picking up and setting down of passengers from taxis in accordance with Special Condition (51)(d) of the Conditions;

"School Bus Parking Space" means the parking space No.6 on upper ground level of the Development the use of which is or will be set aside or reserved for the use of the Kindergarten as a school bus parking space in accordance with Special Condition (51)(a)(iv) of the Conditions;

Secured Creditors" means the Lenders as defined in the Building Mortgage and the Agent;

"Shopping Areas" means all those parts of areas on lower ground floor, upper ground floor of the Development and podium levels 1, 2 and 3 of the Commercial Accommodation which are not Commercial Loading and Unloading Spaces, the Government Accommodation, the Kindergarten and Parking Space for Kindergarten, the School Bus Lay-by, the School Bus Parking Space, Residential Common Areas and Facilities or external walls;

"Shuttle Bus Service" means the shuttle bus service operated between the Development and such destinations as the Manager shall deem appropriate;

"Slope Maintenance Guidelines" means the guidelines known as "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time);

"Slopes and Retaining Walls" means such slopes, retaining walls and/or other structures within or outside the Lot the maintenance of which is the liability of the Owners under the provisions of the Conditions or this Deed as shown coloured green cross-hatched black, green hatched-black, red for the slope formed within site boundary and red hatched-black for the slope formed outside site boundary on the plans of such Slopes and Retaining Walls annexed hereto;

"Social Centre for the Elderly" means the social centre for the elderly constructed and provided on podium level 1 of the Development in accordance with Special Condition No.(24)(a)(ii) of the Conditions;

"Sub-Deed" means a Sub-Deed of Mutual Covenant to be entered into between the First Owner and another co-owner or owners of the Development setting forth the rights and obligations of any component part of the Development which shall be subject to the approval of the Director of Lands;

"Taxi Lay-bys" means the 2 taxi lay-bys on lower ground floor of the Development the use of which is or will be set aside or reserved for the picking up and setting down of passengers from taxis in accordance with Special Condition (51)(e) of the Conditions;

"Tower" means each of the 6 towers in the Residential Accommodation and intended to be known as Towers 1, 2, 3, 5, 6 and 8 "Towers" shall be construed accordingly;

"Undivided Shares" means those equal undivided parts or shares of and in the Lot and of and in the Development allocated in accordance with the provisions of this Deed or in accordance with any Sub-Deed;

"Yellow Area" means the area shown coloured yellow on the PLAN I annexed to the Conditions including such landscaping structures, lighting and planters thereon in accordance with Special Condition (11) of the Conditions to allow free access over and along for all government public pedestrian traffic.

WHEREAS :-

(1) Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the Lot subject to the Building Mortgage and upon issue of the Certificate of Compliance in respect of the Lot will become entitled to a Lease thereof for the residue of a term of years commencing on 18th January 1997 and expiring on 5th September 2030.

(2) The First Owner has developed and is in the course of developing the Lot in accordance with the Building Plans, the Master Layout Plans and the Landscaping Proposals. The Development includes (a) a podium structure comprising a lower ground floor, an upper ground floor and podium levels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 and containing, inter alia, (i) Shopping Areas on the lower ground floor, the upper ground floor and podium levels 1, 2, and 3, (ii) the Social Centre for the Elderly on podium level 1, (iii) the Day Nursery on podium level 2, (iv) the Kindergarten on podium level 3, (v) the Mixed Car Parking Areas and Residential Visitors' Car Parking Spaces on podium levels 4 and 5, (vi) the Private Car Parking Areas on podium levels 6 and 7, (vii) parts of the Recreational and Communal Areas and Facilities on podium levels 8, 9 and 10, (viii) a mechanical and electrical floor on podium level 8 and parts of a mechanical and electrical floor on podium level 6 (ix) a podium deck on podium level 11 and (b) 6 Towers above the podium structure containing Residential Units.

(3) For the purposes of sale the Lot and the Development have been notionally divided into 705,271 Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.

(4) The First Owner has already obtained the Certificate of Compliance/Consent to Assign and is entitled to assign or otherwise dispose of Undivided Shares together with the right to the exclusive use and occupation of a part or parts of the Development.

(5) By a Partial Release/Reassignment bearing even date hereof, inter alia, the First Assignee's Unit was released/reassigned by the Agent as agent for the Secured Creditors to the First Owner freed and absolutely discharged and released from the Building Mortgage.

(6) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee the First Assignee's Unit Subject to and with the benefit of the Conditions and this Deed.

(7) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Development and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Development.

(8) The Director of Lands has approved the terms of this Deed in accordance with Special Condition (38) of the Conditions.

(9) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and words importing persons shall include corporations and vice versa and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

1. RIGHTS AND OBLIGATIONS OF OWNERS.

1.1 The First Owner shall at all times hereafter subject to and with the benefit of the Conditions and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Lot and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit assigned to the First Assignee as aforesaid and SUBJECT TO the rights and privileges granted to the First Assignee by the said Assignment AND SUBJECT TO the provisions of this Deed and the Debenture so far as they are still subsisting.

1.2 The First Assignee shall at all times hereafter subject to and with the benefit of the Conditions and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

1.3 Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development and to receive rents and profits therefrom shall be held by the Owner or Owners from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the SECOND SCHEDULE hereto and the express covenants and provisions herein contained.

1.4 The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the THIRD SCHEDULE hereto so far as the same relate to such Undivided Share held by him or them and shall hold each Undivided Share subject to the easements, rights and privileges set out in the FOURTH SCHEDULE hereto.

1.5 Subject to the Conditions and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed and the Deed of Grant of Easement.

1.6 (a) The right to the exclusive use, occupation and enjoyment of any part of the Lot and the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall, subject to the Conditions, not extend to leases or tenancies in respect of any part of the Lot and the Development the terms of which (including any right of renewal) shall not exceed 10 years or such longer terms as may be approved by the Director of Lands.

(b) The right to the exclusive use, occupation and enjoyment of any terrace flat V roof or roof shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which the terrace flat roof or roof is held.

1.7 (a) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights and subject to the rights of the general public in respect of the Public Common Areas and Facilities) to go pass and repass over and along and to use the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(b) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use

the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

- (c) The Owner with the exclusive right and privilege to hold, use, occupy and enjoy any of the Mixed Car Parking Spaces together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (d) In each of the above cases the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the Development Rules relating thereto.

SECTION II

2. ADDITIONAL RIGHTS OF THE FIRST OWNER

2.1 Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Lot and the Development and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share (and in addition to any other rights which it may have reserved under the said Assignment to the First Assignee or otherwise) have the sole and absolute right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and (where appropriate) granted and conferred upon the First Owner :-

- (a) The right to enter into and upon all parts of the Lot and the Development (excluding the Government Accommodation) with all necessary equipment, plant and materials for the purposes of constructing and completing the other parts of the Development and of constructing such other buildings or structures thereon at the own costs and expenses of the First Owner and may, for such purposes, carry out all such works in, under, on or over the Lot and the Development as it may from time to time see fit PROVIDED THAT nothing herein shall absolve the First Owner from obtaining any Government approval which may be required for the same. The right of the First Owner to enter the Lot and the Development as aforesaid to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot and the Development that the Owners, their tenants, servants, agents or licensees may or may not use while such works are being carried out PROVIDED THAT the exercise of such right shall not interfere

with an Owner's exclusive right to the physical use and occupation of the pan or pans of the Development which he is entitled or unreasonably impede or restrict the access to and from any such part or parts of the Development AND PROVIDED THAT the First Owner shall at its own expense make good any damage or loss that may be caused by or arise from such construction, demolition or other works or such right of entry and shall ensure that such construction works shall cause the least disturbance and shall be carried out without delay and negligence PROVIDED FURTHER that where entry to the Government Accommodation is unavoidable, the right of entry is subject to prior reasonable notice, and the least disturbance being caused and an indemnity for costs and expenses incurred for any damage caused to the Government Accommodation.

- (b) Subject to the prior approval of the Owners' Committee (if formed), the right to designate and declare by deed as it shall in its reasonable discretion deem fit any area or part or parts of the Development the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Common Areas and Facilities whereupon with effect from such designation and declaration the Undivided Shares of such additional Common Areas and Facilities shall be assigned to the Manager or the Owners' Incorporation (if formed) on trust for and on behalf of all the Owners and such additional Common Areas and Facilities shall form part of the Common Areas and Facilities as provided in this Deed and the Owners (save and except the Owner of the Government Accommodation) shall contribute to the maintenance and upkeep of the same as if they were part of the Common Areas and Facilities PROVIDED THAT such designation shall be for the benefit of all the Owners of the Development or the relevant part or parts thereof (as the case may be) and in making such designation and declaration the First Owner shall not interfere with or adversely affect in any way an Owner's exclusive right to hold, use and occupy the part of the Development which he is entitled and in particular shall not affect the proper use and enjoyment of the Government Accommodation. The First Owner shall prepare a plan showing such additional Common Areas and Facilities to be kept in the management office.

- (c) The right to build and operate in such part or parts of the Common Areas and Facilities to complete the Development in accordance with the Master Layout Plans, the Landscaping Proposals and the Building Plans at the own costs and expenses of the First Owner PROVIDED THAT such buildings and operations shall not contravene the terms and conditions of the Conditions or any of the laws and regulations for the time being in force in the Hong Kong Special Administrative Region, and shall not interfere with an Owner's exclusive right to hold, use and occupy the part of the Development which he is entitled or unreasonably impede or restrict the access to and from any such part of the Development and that any damages resulting from such buildings and operations shall be made good by the First Owner at its expense.

- (d) The right, upon execution of this Deed, to assign the whole of the Undivided Shares in the Common Areas and Facilities (but not a pan thereof) to the Manager free of cost to be held on trust for all the Owners and for the general amenity of the Owners and other occupants of the Development Subject to the Conditions and to this Deed. Such Undivided Shares together with the exclusive right to hold, use, occupy and enjoy the Common Areas and Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares together with the Common Areas and Facilities which they represent to the new manager free of costs or consideration PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed or any relevant Sub-Deed PROVIDED FURTHER THAT when the Owners' Incorporation has been formed, it may request the Manager to assign the Undivided Shares in the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, in which event, the Owners' Incorporation must hold them on trust for the benefit of all the Owners for the time being of the Undivided Shares in the Lot and the Development.
- (e) At all times hereafter but subject to and with the benefit of the Conditions and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares retained by the First Owner (other than the Undivided Shares in respect of the Common Areas and Facilities) and to allocate and from time to time and to re-allocate the Undivided Shares so retained by the First Owner subject to the prior approval of the Director of Lands to any other part of the Development retained by the First Owner and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such premises within the Development PROVIDED THAT such dealings shall not contravene the terms and conditions of the Conditions and this Deed PROVIDED FURTHER THAT such re-allocation shall not affect the proportion of Undivided Shares allocated to the Government Accommodation.
- (f) The right to change, amend, vary, add to or alter the Landscaping Proposals, the Master Layout Plans and the Building Plans existing at the date hereof from time to time without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Conditions or other applicable legislation and no such change, amendment, variation, addition or alteration shall give to the Owners any right of action against the First Owner PROVIDED THAT any such change, amendment, variation, addition or alteration shall not affect the Government Accommodation or impede or restrict

access to or from the Government Accommodation or interfere with an Owner's exclusive right to hold, use and occupy the part of the Development which he is entitled or unreasonably impede or restrict the access to and from any such part of the Development AND PROVIDED ALSO THAT any compensation arising therefrom shall accrue to all the relevant Owner or Owners PROVIDED FURTHER THAT the First Owner shall first obtain the prior written approval of the Owner of the Government Accommodation to any proposed change, amendment, variation, addition or alteration which directly affects the Government Accommodation and that the exercise of the aforesaid right by the First Owner shall not directly affect the Government Accommodation and the parts of the Development that have already been assigned by the First Owner. The G.P.A. shall in its sole discretion determine whether or not the Government Accommodation is directly affected.

- (g) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Conditions (including any plans annexed thereto) or any conditions thereof or to procure a licence or easement from the Government for installing on government land pipes, sewers, subways or other facilities whether serving exclusively the Lot and/or the Development or any part thereof or otherwise in such manner as the First Owner may deem fit without the concurrence or approval of any Owner (save and except that the prior written approval of the Owner of the Government Accommodation is required if such amendment variation or modification to the Conditions, in the opinion of the G.P.A., directly affects the Government Accommodation) and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner and any such amendment or variation or modification or licence or easement shall be binding on the Owners and no such amendment or variation or modification or licence or easement shall give to any Owner any right of action against the First Owner PROVIDED THAT the exercise of this right shall not interfere with an Owner's exclusive right to hold, use and occupy and enjoy the part of the Development which he is entitled and that access to or from any such part of the Development shall not be adversely affected PROVIDED ALSO THAT the First Owner shall be fully responsible to the exclusion of other Owners for any relevant premium (if any) payable to the Government including administrative fees unless such amendment variation or modification of the Conditions is required by the Government or unless such amendment variation or modification to the Conditions, in the opinion of the G.P.A., directly benefits the Government Accommodation but not otherwise and only in which event the Owner of the Government Accommodation may agree to pay the relevant portion of the premium payable to the Government.
- (h) The right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures, systems for broadcast transmission and reception, information distribution and communication, including, without limitation to, communal aerial broadcast and distribution systems, microwave distribution systems, cable and wireless communications

systems, telecommunications transmission, reception and transponder systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind (other than signs and advertisements as hereinafter mentioned) on any part or parts of the Common Areas and Facilities and such other areas within the Lot and the Development the exclusive right to hold, use, occupy and enjoy which are owned by the First Owner (save and except onto the external walls, columns, beams, ceilings, roof slab and floor slab within or on the boundary of the Government Accommodation) and, subject to the Conditions, the right to affix, install, maintain, alter, repair, service, replace, renew and remove one or more signs and advertisements (illuminated or otherwise) on any part or parts of the Lot and the Development including the Common Areas and Facilities and such other areas within the Lot and the Development the exclusive right to hold, use, occupy and enjoy which are owned by the First Owner and the right to enter into and upon any part of the Lot and the Development (save and except the Government Accommodation) with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit PROVIDED THAT the First Owner shall prior to exercising any of such rights obtain all necessary approvals of the Director of Lands (if the same are required under the Conditions) and the Owners' Committee (if formed) AND PROVIDED ALWAYS THAT the exercise of any of such rights on or within any part or parts of the Common Areas and Facilities are for the common use and enjoyment of all the Owners or are for the benefit of or would otherwise benefit the Owners of the Development entitled to use or enjoy such part or parts of the Common Areas and Facilities and shall not interfere with the exclusive use and occupation by other Owners of the part or parts of the Development which they are entitled and that the First Owner shall cause the least disturbance and shall at its own expense make good any damage caused thereby and/or arising from the exercise by the First Owner of the aforesaid rights.

- (i) Subject to the prior approval of the Owners' Committee (if formed), the right to change the name of the Development (other than the Commercial Accommodation and the Government Accommodation) or any or all of the buildings on the Development (other than the Commercial Accommodation and the Government Accommodation) at any time upon giving 6 months' prior written notice to the Owners and shall not be liable to any Owner or other person having an interest in the Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith.
- (j) For so long as the Shopping Areas but not a part thereof are vested in the First Owner, the right from time to time to change the name of the Commercial Accommodation or any part thereof without the consent of any Owner and without being liable to any Owner or other person having an interest in the

Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith.

- (k) The right to dedicate to the public any part or parts of the Lot and/or the Development vested in the First Owner for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit PROVIDED THAT in making such dedication the First Owner shall not interfere with an Owner's exclusive right to hold, use and occupy the part of the Development which he is entitled and PROVIDED FURTHER THAT no Owner except the First Owner shall have any claim for any benefit in the event that the Building Authority may permit the site coverage or the plot ratio for any building or buildings or for any part or parts of any building or buildings within the Lot to exceed the permitted percentage site coverage or the permitted plot ratio, as the case may be, as a result of such dedication or in the event that the Government may offer any money or grant any land as compensation for or in exchange of such dedication PROVIDED that the right to assign/surrender/dedicate any part of the Lot should exclude the Government Accommodation.
- i. The right to construct at the First Owner's own costs and expenses, and where the Owners and the Manager have defaulted to do so, to repair and maintain the Pedestrian Escalator Link and the Rights of Way subject to the Conditions.
- (m) The right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any part or parts of the Lot or the Development outside the pan or parts of the Lot or the Development in question a party thereto to enter into Sub-Deeds in respect of any part or parts of the Lot or the Development PROVIDED THAT such Sub-Deeds shall not conflict with the provisions of this Deed or the terms and conditions of the Conditions or affect the proper use and enjoyment of the Government Accommodation or affect the rights, interests or obligations of the other Owners bound by this Deed or any other previous Sub-Deeds.
- (n) The right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, walkways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence for the benefit of the Lot and the Development on such terms and conditions and from such persons as the First Owner shall deem fit PROVIDED THAT the prior written approval from the Owners' Committee (if formed) or the Owners' Incorporation (if any) shall be obtained if payment out of the management funds is involved.
- (o) The right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways,

walkways, footpaths, footbridges, pedestrian bridges, subways, walkways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage transformation and supply systems, but excluding the right to use any Recreational and Communal Areas and Facilities) over any part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem fit PROVIDED THAT the exercise of such right shall not adversely affect the proper use and enjoyment of the Government Accommodation or the right of any Owner to the exclusive use of his part of the Development and PROVIDED ALSO THAT the exercise of such right shall be subject to obtaining the prior approval from the Owners' Committee (if formed) or the Owners' Incorporation (if any) and shall not unduly increase the Owners' contribution to the management funds and PROVIDED FURTHER THAT any compensation arising therefrom shall accrue to the benefit of the Owners of the Development entitling to the use or enjoyment of such part or parts of the Common Areas and Facilities.

- (p) The full and unrestricted right without interference by the other Owners to designate or re-designate the floor numbering for those floors which are wholly owned by the First Owner and to alter the use of any part of the Development (other than the Government Accommodation) owned by the First Owner to other uses subject to the Conditions PROVIDED THAT the designation or re-designation of the floor numbering does not conflict with or cause confusion to the existing numbering of the other floors.
- (q) Subject to obtaining relevant consent from the Director of Lands under the Conditions, the full and unrestricted right without interference by the other Owners to designate or re-designate the numbering and the layout of the car parking spaces within the Private Car Parking Areas which are wholly owned by the First Owner PROVIDED THAT the designation or re-designation of the numbering of the car parking spaces does not conflict with or cause confusion to the existing numbering of the car parking spaces.
- (r) Subject to the prior approval of the Director of Lands, the right to adjust and/or allocate and/or reallocate the number of Undivided Shares in the Lot and the Development retained by the First Owner and the manner in which the same shall be notionally divided and the fraction which each such Undivided Share bears to the whole provided that such adjustment shall not affect the other Owners' sole and exclusive right and privilege to hold use and occupy their part or parts of the Development or impede or restrict the access to or from such part or parts of the Development and provided also that no such adjustment shall affect such other Owners' rights in the Development and in particular, shall not affect the proper use and enjoyment of the Government Accommodation PROVIDED FURTHER that such adjustment shall not increase the proportion of other Owners' contribution to the management

expenses and should not affect the proportion of Undivided Shares allocated to the Government Accommodation.

- (s) The right with the prior approval of the Owners' Committee (if formed) or the Owners' Incorporation (if any) to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Facilities Provided Always that an Owner's rights and interest shall not be adversely affected and no such amendment, variation, alteration, addition, modification or substitution shall give to the Owners any right of action against the First Owner and Provided also that such amendment, variation, alteration, addition, modification or substitution shall comply with the requirements of the Conditions and shall not affect the proper use and enjoyment of the Government Accommodation.
- (t) The right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within the Lot and the Development (save and except the Government Accommodation) or partly within the Lot and the Development and adjoining land to supply utilities services to the Lot and the Development and/or to any other adjoining adjacent or neighbouring lands and to grant licence or otherwise permit or grant the right so to do any of the aforesaid to any person on such terms and conditions as the First Owner may deem appropriate PROVIDED THAT the First Owner shall obtain the prior approval of the Owners' Committee (if formed) or the Owners' Incorporation (if any) prior to exercising such right and PROVIDED ALSO THAT the First Owner shall obtain the approval of the Owner of the Government Accommodation to any proposed construction, maintenance, laying, alteration, removal, re-routing or renewal which affects the Government Accommodation. The G.P.A. shall in its sole discretion determine whether or not the Government Accommodation is affected.
- (u) The right and privilege to negotiate and agree with the Government to incorporate any lands as extensions to the Lot Provided that unless the same is done at the request or for the benefit of the Owners all premiums and fees payable for the same shall be borne by the First Owner and Provided further that unless the same is done at the request or for the benefit of the Owners no Owner except the First Owner shall have any claim for any benefit or compensation arising therefrom and Provided Further that as from the date of such incorporation the relevant extension shall form part of the Lot and shall be subject to this Deed and any relevant Sub-Deeds.
- (v) Without prejudice to the generality of any of the sub-clauses above the right, with or without joining any Owner, to enter into the Deed of Grant of Easement or any other deed or deeds of grant of easement at any time or times and on such terms and subject to such conditions and with such party or parties as the First Owner may deem appropriate, and to enter into any deed or deeds, at any time or times, to vary, amend or otherwise alter the terms, conditions or covenants of or contained in the Deed of Grant of Easement or such deed or deeds so long as the same does not or do not adversely affect the right of any

Owner to the exclusive use of his part of the Development and in particular, shall not affect the use and enjoyment of the Government Accommodation.

- (w) The right whether pursuant to Special Condition (18) of the Conditions or otherwise to negotiate, undertake, agree and generally deal with all matters with the Mass Transit Railway Corporation concerning the construction of Mass Transit Railway, station box, entrance, tunnel or other structure within the Lot and/or the Development or any part thereof or otherwise in such manner as the First Owner may deem fit without the concurrence or approval of any Owner and to execute any documents in the name of the First Owner in connection therewith and any such undertakings and agreement(s) shall be binding on the Owners PROVIDED THAT the exercise of this right shall not interfere with an Owner's exclusive right to hold, use and occupy and enjoy the part of the Development which he is entitled.

Unless otherwise stated any consideration received or receivable in the exercise by the First Owner of any of the rights and privileges reserved unto it under this Clause shall if the First Owner deem fit be for the own use and benefit of the First Owner and may be on such terms and conditions as the First Owner may deem appropriate and unless otherwise stated any such rights and privileges may be exercised and enjoyed without the consent of or any other Owner or the necessity of joining any other Owner as parties to any documents. In addition, the First Owner shall have the right from time to time to confer grant or assign any of its rights in this Clause on or to any other person or permit the exercise of any such rights by any other person.

- 2.2 (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner jointly and severally to be their attorney and grant unto the First Owner jointly and severally the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their acts and deeds deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 2.1 with the full power of delegation and the Owners hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant Provided that the First Owner shall not represent the F.S.I. or the G.P.A. in all matters dealing with the Government directly affecting the Government Accommodation in relation to the exercise of the rights mentioned in Clause 2.1 above. The G.P.A. shall in its sole discretion determine whether or not the Government Accommodation is directly affected.
- (b) An Owner (save and except the Owner of the Government Accommodation) shall not be entitled to assign the part of the Development which he owns unless the Assignment includes a covenant in substantially the following terms: "The Purchaser covenants with the Vendor and its successors assigns and attorneys to the intent that such covenants shall bind the Property and

the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting 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 Development and be enforceable by the Vendor and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on Ranex Investments Limited under Clause 2.1 of a Deed of Mutual Covenant and Management Agreement dated the day of 2001 and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by Ranex Investments Limited;
- (ii) the Covenanting Purchaser shall, if required by the Ranex Investments Limited, do everything necessary, including giving express consents in writing to the exercise of the said rights by Ranex Investments Limited, to facilitate the exercise of the said rights by Ranex Investments Limited;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints Ranex Investments Limited to be its attorney and grants unto Ranex Investments Limited the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on Ranex Investments Limited as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting 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 (i), (ii) and (iii) hereinbefore contained

PROVIDED that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting 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 (i), (ii) and (iii) hereinbefore contained."

SECTION IIA

2A. RIGHT OF ACCESS OF OWNERS OF THE COMMERCIAL ACCOMMODATION

2A.1 Right of Access

2A. 1.1 The Owners of the Commercial Accommodation shall have the right with or without workmen plant equipment and materials at all reasonable times to enter the emergency vehicle access of the Residential Common Areas and Facilities for the purpose of carrying out any works for the maintenance and repairs to the transformer room and switch room on podium levels 10 and 11 of the Development which serves exclusively the Commercial Accommodation.

SECTION III

3. MANAGER AND MANAGEMENT CHARGES

3.1 Appointment of Manager

3.1.1 (a) The parties hereto have agreed with the Manager for the Manager to undertake the management, operation, servicing, cleansing, maintenance, repair, renovation, replacement, security and insurance of the Lot and the Development excluding the Government Accommodation (all or any of which activities where not inapplicable herein shall be included under the word "management") from the date of issue of the first Occupation Permit for any part of the Development for an initial term of two (2) years after the issuance of the first Occupation Permit or Permits for any part the Development, and such appointment shall continue thereafter unless and until :-

- (i) terminated by the Manager giving not less than three (3) calendar months' notice of termination in writing by sending such notice to the Owners' Committee or where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, by serving such notice on each of the Owners and by displaying such notice in a prominent place in the Development. For this purpose, service of such notice on an Owner may be effected personally upon the Owner; or by post addressed to the Owner at his last known address; or by leaving such notice at the part of the Development owned by the Owner in accordance with Clause 8.5 of this Deed; or
- (ii) upon the passing of a resolution of the Owners in accordance with Clause 6.1(i)(v) at a general meeting convened for the purpose to

remove the Manager without compensation by the Owners' Committee giving to the Manager not less than three (3) calendar months' notice of termination in writing; or

- (iii) in the event that the Manager is wound up or has a receiving order made against it;

Provided always that nothing in this Clause shall entitle the Manager to manage the Development prior to the issue of the first Occupation Permit in respect of any part of the Development or entitle either the Manager or the Owners' Committee to terminate the service of the Manager during the initial period of two (2) years from the date of issue of the first Occupation Permit or Permits for any part of the Development and Provided further that the appointment of the Manager shall be terminated whether before or after the initial term if the Manager shall go into liquidation.

- (b) Where an Owners' Incorporation has been formed, an Owners' Incorporation may, by the passing of a resolution of the Owners of not less than 50% of the Undivided Shares to be determined at a general meeting convened for the purpose, remove the Manager without compensation by the Owners' Incorporation giving to the Manager not less than 3 calendar months' notice of termination in writing. In this respect, such resolution shall have effect only if such notice of termination is in writing; the length of notice specified therein is for a period of not less than 3 months; such notice is accompanied by a copy of the resolution terminating the Manager's appointment; and such notice and the copy of the resolution is served upon the Manager not more than 14 days after the date of the meeting. For this purpose, service of such notice and the copy of the resolution required to be served may be effected personally upon the Manager; or by post addressed to the Manager at its last known address; or by leaving the notice at the address of the registered office of the Owners' Incorporation.
- (c) The Manager's appointment may not be terminated under Sub-clause (b) above :-
 - (i) if, within the previous 3 years, the appointment of a previous Manager was terminated under Sub-clause (b) above; or
 - (ii) if the Manager was appointed by the Owners' Incorporation under Sub-clause (d)(ii) below.
- (d) If a notice to terminate a Manager's appointment is given under Sub-clause (b) above :-
 - (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 Sub-clause (d)(i) above by the time the notice expires, the Owners' Incorporation may appoint another Manager and, if it does so, the Owners' Incorporation shall have exclusive power to appoint any subsequent Manager.
- (e) For the avoidance of doubt, it is expressly declared that the Government Accommodation and the services and facilities serving exclusively the same shall be maintained by the Owner of the Government Accommodation.
- (f) If the Manager's appointment ends for any reason, the Manager shall within 2 months of the date the Manager's appointment ends
 - (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's appointment ends, and shall arrange for that account and balance sheet to be audited by a certified public 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 certified public accountant or other independent auditor as may be chosen by the Manager; and
 - (ii) deliver to the Owners' Committee (if any) any books or records of account, papers, documents, plans and other records in respect of the control, management and administration of the Lot and the Development that are under the Manager's control or in the Manager's custody or possession at the expense of the Owners (save and except the Owner of the Government Accommodation).

3.1.2 Upon termination of the Manager's employment in whatever manner this may occur, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee shall on behalf of the Owners enter into a Management Agreement with such new manager defining its rights duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Development be without a responsible duly appointed manager to manage the Development after the issue of an Occupation Permit covering the same.

3.3 Manager's Remuneration

- 3.3.1 (a) The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenditure excluding the Manager's remuneration reasonably and properly incurred in the good and efficient management of the Lot and the Development including but not

limited to the management expenditure referred to in Clause 3.4.1(h) (but excluding the Manager's remuneration referred to in Clause 3.4.1 (h)(xi) of this Deed and the capital expenditure referred to in Clause 3.5.1 of this Deed). The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Owners (save and except the Owner of the Government Accommodation) shall as from the date immediately after the date of the assignment in their favour as the Owners pay to the Manager the Manager's remuneration hereunder in advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month by twelve equal calendar monthly instalments each such payment to be in the sum of one twelfth of the annual remuneration of the Manager being 10% of the estimated total annual expenditure for the management of the Lot and the Development (excluding the Manager's remuneration referred to in Clause 3.4.1(h)(xi) of this Deed and the capital expenditure referred to in Clause 3.5.1(a) of this Deed) payable by the Owners (save and except the Owner of the Government Accommodation) according to the annual management budget or revised management budget for the year in question to be prepared as provided in Clauses 3.4.1, 3.4.2, 3.4.3 and 3.4.4 and any adjustment payment that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within 21 days from the completion of the auditing of the management accounts for such year as provided in Clause 3.9.3. The percentage of total annual expenditure (excluding the Manager's remuneration referred to in Clause 3.4.1(h)(xi) of this Deed and the capital expenditure referred to in Clause 3.5.1(a) of this Deed) against which the Manager's remuneration is calculated may be reviewed by a majority resolution passed at a meeting of the Owners or the Owners' Committee provided that the Manager's remuneration may not be reduced to less than the percentage stipulated herein during its initial fixed term of appointment.

- (b) The Manager's remuneration as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary and fees for any staff, facilities, accountancy services or other professional supervision for the Lot and the Development and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the management expenses and shall be a direct charge upon the management funds.

3.4 Management budget and contribution by Owners

- 3.4.1 (a) Subject to Sub-clauses (c), (e) and (f) below, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Lot and the Development shall be the total estimated

management expenditure during that year as specified by the Manager in accordance with Sub-clause (b) below.

- (b) In respect of each financial year, the Manager shall :-
- (i) prepare a draft annual management budget setting out the estimated management expenditure of the Lot and the Development during the financial year provided that the first draft annual management budget shall be prepared by the Manager prior to the date of issue of the first Occupation Permit in respect of any part or parts of the Lot or the Development and shall cover the period from the date of issue of the first Occupation Permit until the 31st day of December of the same year and all subsequent draft annual management budgets shall be prepared by the Manager at least 1 month prior to the commencement of the financial year and such subsequent draft annual management budgets (other than the first draft annual management budget) shall be prepared in consultation with the Owners' Committee (if the same has been established pursuant to the provisions of this Deed);
 - (ii) send a copy of the draft annual management budget to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of the draft annual management budget in a prominent place in the Development;
 - (iii) send or display, as the case may be, with the copy of the draft annual management budget a notice inviting each Owner (save and except the Owner of the Government Accommodation) to send his comments on the draft annual management budget to the Manager within a period of 14 days from the date the draft annual management budget was sent or first displayed;
 - (iv) after the end of that period, prepare an annual management budget specifying the total estimated management expenditure during the financial year and for the purposes of the preparation of such annual management budget, the Manager may alter the draft annual management budget based on the suggestions made by the Owners' Committee or the Owners (save and except the Owner of the Government Accommodation) but shall not be obliged to do so;
 - (v) send a copy of the annual management budget to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of the annual management budget in a prominent place in the Development.

- (c) Where, in respect of a financial year, the Manager has not complied with Sub-clause (b) above before the start of that financial year, the total amount of the management expenses for that year shall :-
 - (i) until the Manager has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year;
 - (ii) when the Manager has so complied, be the total estimated management expenditure specified in the annual management budget for that financial year, and the amount that the Owners (save and except the Owner of the Government Accommodation) shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (d) Where an annual management budget has been sent or displayed in accordance with Sub-clause (b)(v) above and the Manager wishes to revise the same, the Manager shall follow the same procedures in respect of the revised annual management budget as apply to the draft annual management budget and the annual management budget by virtue of Sub-clause (b) above.
- (e) Where a revised annual management budget is sent or displayed in accordance with Sub-clause (d) above, the total amount of the management expenses for that financial year shall be the total management expenditure or estimated management expenditure specified in the revised annual management budget and the amount that Owners (save and except the Owner of the Government Accommodation) shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Incorporation and, within a period of 1 month from the date that an annual management budget or a revised annual management budget for a financial year is sent or first displayed in accordance with Sub-clause (b) or Sub-clause (d) above, the Owners' Incorporation decides, by a resolution of the Owners (save and except the Owner of the Government Accommodation), to reject the annual management budget or the revised annual management budget, as the case may be, the total amount of management expenses for the financial year shall, until another annual management budget or revised annual management budget is sent or displayed in accordance with Sub-clause (b) or Sub-clause (d) above and is not so rejected under this Sub-clause (f), be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (g) If any Owner (save and except the Owner of the Government Accommodation) requests in writing the Manager to supply him with a copy of any draft annual management budget, annual management budget or

revised annual management budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.

- (h) The management expenditure in the annual management budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management and maintenance of the Lot and the Development and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses :-
- (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating and keeping in good condition of all Common Areas and Facilities and the lighting thereof and the provision and operation of emergency generators and lighting for the Common Areas and Facilities;
 - (ii) the expenses for cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Common Areas and Facilities;
 - (iii) the cost for the supply and consumption of all electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
 - (iv) the remuneration and related expenses for the provision of security guard services for the Lot and the Development and the cost of employing accountants, caretakers, security guards, watchmen, cleaners, lift operators and attendants and such other staff to manage and administer the Lot and the Development and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
 - (v) the cost and expense of inspecting, operating, maintaining and repairing the Yellow Area (until taken over by the Government), the Pedestrian Escalator Link, the Rights of Way and other Common Areas and Facilities, Slopes and Retaining Walls, foundations, columns and other structures constructed or to be constructed for the support of the Development and the drains nullahs sewers pipes watermains and channels and such other areas whether within or outside the Lot that are required to be operated or maintained under the Conditions;
 - (vi) the cost and expense of maintaining the drains and channels whether within or outside the Lot serving the Development or that are required to be maintained under the Conditions;

- (vii) all expenses and outgoings payable in respect of the Pedestrian Escalator Link and the Rights of Way;
- (viii) the Government rent (if any) in respect of the Common Areas and Facilities;
- (ix) the expenses of refuse collection, storage and disposal in respect of the Lot and the Development and the Common Areas and Facilities;
- (x) the expenses and all sums payable under or pursuant to the Deed of Grant of Easement;
- (xi) the remuneration of the Manager calculated in accordance with Clause 3.3.1 for providing its services hereunder;
- (xii) the premia for insurance of the Common Areas and Facilities against damage by fire and/or such other perils up to the full new reinstatement value thereof and of the Manager against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (xiii) a sum for contingencies;
- (xiv) legal and accounting and surveying fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided by this Deed;
- (xv) all costs incurred in connection with the Common Areas and Facilities;
- (xvi) any tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided however that any tax payable on the Manager's remuneration shall be borne and paid by the Manager;
- (xvii) the cost of repairing and maintaining all roads slopes, footbridges, retaining walls, Government land and other structures on outside or adjacent to the Lot or forming part of the Development including but not limited to the Slopes and Retaining Walls the maintenance of which is the liability of the Owners under the Conditions and in accordance with the Slope Maintenance Guidelines or other guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures;

- (xviii) the licence fees (if any) payable to the Government for laying of drains and channels which serve the Development within or under the Government land adjacent to the Lot;
- (xix) the cost of repairing, maintaining and upkeeping the Items referred to in Special Condition (37)(a) of the Conditions to the satisfaction of the Director of Lands;
- (xx) any other costs, charges and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any Sub-Deeds in respect of any part or parts of the Lot and the Development or under any Deed of Grant of Easement;
- (xxi) the expenses in connection with the carrying out of all or any of the duties of the Manager as set out in this Deed;
- (xxii) any other items of expenditure which are necessary for the administration, management and maintenance of the Lot and the Development including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such proportionate part thereof which are provided by the head office of the Manager for the Development as well as any other lands, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which directly relate to the administration and/or management and/or maintenance of the Lot and the Development as well as any other lands, developments and buildings in such manner as shall be conclusively determined (save for manifest error) in the absolute discretion of the Manager having regard to the relevant circumstances.
- (xxiii) the cost of operating the Shuttle Bus Service (if any);

3.4.2 The annual management budget shall be divided into 3 sections :-

- (a) the first section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities providing service to Owners of the Residential Units of the -Residential Accommodation or any part or parts thereof including but not limited to the charges for the control, operation, maintenance, repair and replacement of lifts in the Residential Common Areas and Facilities and the equipment therein, the control, operation, maintenance, repair, replacement, cleansing, lighting and security of the Recreational and Communal Services and Facilities and the equipment therein, the control, operation, maintenance, repair, replacement, cleansing, lighting and security of the entrance lobbies and lift halls in the Residential Accommodation, the charges for the supply

of electricity, flushing water and lighting and such proportionate part of the general expenditure for the cost of staff, caretakers, watchmen and security forces and the removal and disposal of rubbish and other similar expenses as the Manager shall consider fair and reasonable and such expenditure shall form part of the management expenses of the Residential Units ("Residential Management Expenses") and shall be borne by the Owners of the Residential Units;

- (b) the second section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Car Park Common Areas and Facilities providing service to Owners of the Mixed Car Parking Spaces or any part or parts thereof and which does not fall under Sub-clause (a) above and such expenditure shall form part of the management expenses of the Mixed Car Parking Spaces ("Car Parking Management Expenses") and shall be borne by the Owners of the Mixed Car Parking Spaces;

- (c) the third section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Development Common Areas and Facilities and which does not fall under Sub-clause (a) or Sub-clause (b) above and such expenditure shall form part of the management expenses of the Lot and the Development ("Development Management Expenses") and shall be borne by the Owners of the Development (save and except the Owner of the Government Accommodation) Provided that in relation to this part of the annual management budget the Manager shall take into account any payments to be made and any receipts to be obtained pursuant to the Deed of Grant of Easement and also payment (if any) to be made by the Owner of the Government Accommodation pursuant to proviso (iv) below;

PROVIDED THAT :

- (i) In the event that a Sub-Deed is entered into in respect of any component part of the Development (excluding the Government Accommodation) and in the Sub-Deed any areas and facilities are designated as common areas and facilities as a consequence of which the same thereby become part of the Common Areas and Facilities a new section of the annual management budget shall be established by the Manager such section to cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to such common areas and facilities and such expenditure shall be borne by the Owners of that component part of the Development;

- (ii) Expenditure of a capital and/or improvement nature for the improvement of the Development and/or the replacement or improvement of installations, systems, equipment, tools, plant, machinery and apparatus within or forming part of the Common

Areas and Facilities and/or for the efficient management and maintenance of the Development including the initial capital costs of setting up a Shuttle Bus Service and the cost of maintaining and repairing any of the slopes retaining walls or other structures in compliance with the Conditions shall be compiled in a separate heading within the appropriate section of the annual management budget and shall be payable out of the Building Fund mentioned in Clause 3.5.1 when the same is established, and that the annual management budget shall also set out an estimate as to the time of any likely need to draw in the Building Fund;

- (iii) The Manager shall not, in any financial year, enter into any contract that involves an average annual expenditure of more than 20% of the total expenditure estimated in the annual management budget or revised annual management budget, as the case may be, for that financial year or of such greater amount as the Secretary for Home Affairs may specify by notice in the Gazette unless the contract complies with such standards and guidelines as may be specified in a Code of Practice referred to in Section 20A(3) of the Building Management Ordinance (Cap.344) and relating to procurement and tender procedures and such contract is let at intervals of not more than three (3) years.

- (iii) The Owner of the Government Accommodation shall be liable for payment of the management and maintenance charges 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 Provided however that the liability of the Owner of the Government Accommodation shall be as determined by the G.P.A. or person nominated by the Director for this purpose and in any event the portion of the management and maintenance charges of the Lot and the Development payable by the Owner of the Government Accommodation shall not exceed 0.23% (i.e. 0.16% for the Day Nursery and 0.07% for the Social Centre for the Elderly) of the management and maintenance charges and shall only commence to be payable from the respective dates of the Assignment(s) by which Government Accommodation shall have been assigned to the Owner of the Government Accommodation or the respective dates of taking over of the Government Accommodation by the Owner of the Government Accommodation or F.S.I. or any person nominated with the consent of the F.S.I., whichever is the earlier and Provided Further that the Owner of the Government Accommodation shall incur no liability for payment thereof unless and until the amount shall have been approved in writing by the G.P.A. or person nominated by the Director for this purpose.

3.4.3 Each Owner (save and except the Owner of the Government Accommodation) shall contribute monthly towards the management expenses of the Development (including the Manager's remuneration) in such manner in such amount and in such proportion as shall be fixed by the Manager in the manner hereinafter provided.

- (a) Each Owner of a Residential Unit shall contribute his due proportion of the budgeted Residential Management Expenses which proportion shall be equal to the Undivided Shares of his Residential Unit divided by the total Undivided Shares of all Residential Units in the Residential Accommodation;
- (b) The Owner of any Mixed Car Parking Spaces shall contribute his due proportion of the budgeted Car Parking Management Expenses which proportion shall be equal to the Undivided Shares of his Mixed Car Parking Space(s) divided by the total Undivided Shares of the all Mixed Car Parking Spaces in the Mixed Car Parking Areas;
- (c) Each Owner of the Development shall in addition contribute his due proportion of the budgeted Development Management Expenses (less the payment (if any) to be made by the Owner of the Government Accommodation pursuant to proviso (iv) of Clause 3.4.2) which proportion shall be equal to the Undivided Shares of the part of the Development owned by him divided by the total Undivided Shares of the Development;
- (d) If a Sub-Deed is entered into in respect of any component part of the Development and a new section of the annual management budget is established for that component part in accordance with Clause 3.4.2 Proviso (i) each Owner of that component part shall in addition contribute his due proportion of the budgeted management expenses for that section in the manner provided in the Sub-Deed;
- (e) It is hereby expressly provided that the Owner's liability to make such payment or contribution shall in no way be reduced by reason of the fact that the part of the Development to which he is entitled to exclusive possession is vacant or non-occupied and whether it has been let or leased to tenant or is occupied by the Owner himself or any other person;
- (f) For the avoidance of doubt, the Owner of the Government Accommodation shall not be liable to contribute towards the management and maintenance expenses of the Lot and the Development save and except pursuant to proviso (iv) of Clause 3.4.2, nor shall the Owner of the Government Accommodation be liable to contribute towards the Manager's remuneration, any capital equipment fund or Building Fund save and except pursuant to Clause 3.5. 1(d). management deposits, debris removal fee, insurance premium, and any other similar expenses.

PROVIDED THAT

- (i) For the avoidance of doubt and without prejudice to the generality of the foregoing, Owners of any part of the Development which has not been completed shall not be required to contribute to the annual management budget in respect of that uncompleted part of the Development.
- (ii) Notwithstanding any provisions to the contrary herein contained if the Manager is of the opinion (whose decision shall be conclusive save for manifest error) that the adopted annual management budget and/or the sharing of the amounts of management expenditure assessed under any or some sections of the adopted annual management budget in accordance with the manner set out in the above provisions may lead to or result in any Owner (save and except the Owner of the Government Accommodation) or the Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled in its absolute discretion to modify any adopted annual management budget in such manner as the Manager may in its absolute discretion (but subject to compliance with the procedures applicable to the draft annual management budget, the annual management budget and the revised annual management budget as provided in Clause 3.4.1(b) and Clause 3.4.1(d)) think fit (whether by creating new sections or abolishing existing sections of the management budget or otherwise) and to prepare new management budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of management expenditure assessed under any or some sections of the management budget by the relevant Owners (save and except the Owner of the Government Accommodation) in such way as the Manager may in its absolute discretion (but subject to prior consultation with the Owners' Committee (if formed)) think fit and the modified management budget and the modified manner of sharing the management expenditure shall be binding (save for manifest error) on all Owners (save and except the Owner of the Government Accommodation) and provided always that the Manager' s determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners (save and except the Owner of the Government Accommodation).
- (iii) The Owner of the Government Accommodation shall at any time have the right to alter the use services and facilities and to install additional services and facilities on the structural elements of the Government Accommodation without having to obtain the approval or consent of the First Owner or the Manager but the Owner of the Government Accommodation shall be solely responsible for and for

the payment of all costs and expenses for the maintenance and management of the Government Accommodation and all installations apparatus services and facilities serving exclusively the Government Accommodation which costs and expenses shall be excluded from the annual management budget (save and except for the maintenance of the Items the cost of which shall be borne by the Owners (save and except the Owner of the Government Accommodation) and with such sums of contribution by the Owner of the Government Accommodation as shall be determined by the G.P.A. or person nominated by the Director for this purpose pursuant to proviso (iv) of Clause 3.4.2) who shall at all times indemnify and keep indemnified the Government and the Owner of the Government Accommodation or its assignee against all liabilities, damages, expenses, claims, costs, demands, charges, actions or proceedings of whatsoever nature arising out of or as a consequence of the failure of the Owners (save and except the Owner of the Government Accommodation) to properly maintain the Items).

- (iv) Notwithstanding anything herein contained, where the Manager or the Owners' Incorporation acquires Undivided Shares of and in the Lot and the Development (including those relating to the Common Areas and Facilities) as trustee for all the Owners pursuant to the provisions of the Conditions or this Deed then such Undivided Shares and the part or parts of the Development held therewith shall be exempted from contributing to management expenses as provided in this Deed and there shall not be attached to such Undivided Shares any voting right, nor shall such Undivided Shares be taken into account for the purpose of calculating the quorum of any meeting.

3.4.4 (a) Without prejudice to anything herein contained, in the event of the Manager finding at any time that the annual management budget is insufficient to cover all expenditure or in the event of a deficiency occurring or seeming to occur or if there shall be any change in circumstances which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) require any revision to the annual management budget, the Manager may at any time during the financial year subject to the provisions of Sub-clause (b) below, prepare a revised management budget and once completed shall have the same reviewed by the Owners' Committee (only if and when it has been established pursuant to this Deed) and the provisions of Clause 3.4.1(a)-(h) shall apply mutatis mutandis to the revised management budget as to the annual management budget. A revised management budget may be further revised as often as may be necessary. Any surplus shall be applied towards the management expenses of the Lot and the Development and be taken into account when calculating the relevant management budget for the next financial year pursuant to Clause 3.4.1(a) of this Deed.

- (b) The Manager shall also have the power, in the event of a revised management budget completed pursuant to and in accordance with Sub-

clause (a) above, to add to the amount to be contributed monthly by any Owner (save and except the Owner of the Government Accommodation) in accordance with the Undivided Shares held by the Owner such additional amount as shall be necessary to meet revised estimated management expenditure in any accounting year to the intent that any such amount shall form part of the monthly contribution of such Owner (save and except the Owner of the Government Accommodation) in accordance with the Undivided Shares held by such Owner and be recoverable accordingly.

3.4.5 Notwithstanding anything herein contained and for the avoidance of any doubt, the management expenses payable by the Owners in accordance with this Deed shall not include :-

- (a) Any sum attributable or relating to the cost of completing the construction of the Development or any part thereof or any of the Common Areas and Facilities therein or the Government Accommodation or any part thereof all of which sums shall be borne solely by the First Owner;
- (b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any part of the Development the exclusive right to hold, use, occupy and enjoy is owned by any Owner shall be borne by the Owner or Owners for the time being thereof;
- (c) The expenses for keeping in good and tenantable repair and condition of the interior fixtures and fittings, windows and doors of any part of the Development the exclusive right to hold, use, occupy and enjoy is owned by any Owner together with the plumbing, electrical installations, plant, equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which shall be borne solely by the Owner or Owners for the time being thereof;
- (d) The cost of maintaining, repairing and managing the Day Nursery and the Social Centre for the Elderly which cost shall be borne and paid solely by the respective Owners thereof.

3.4.6 Subject to Clause 3.4.5 but notwithstanding any other provisions to the contrary contained in this Deed, whenever any single item of expenditure which exceeds or is estimated to exceed HK\$100,000.00 (such amount to increase by the inflation rate of the consumer price index for the current year as published by the Government on a compound basis on each anniversary of the date of this Deed or such larger amount as may be approved by the Owners' Committee) and which is not covered by insurance is in the opinion of the Manager attributable to any particular part or parts of the Development and Owners of other part or parts of the Development do not or would not receive any material benefit from such expenditure the Manager may (subject as hereinafter mentioned) determine that the same shall be paid by the Owner or Owners of the part or parts of the Development for which such item of expenditure has or will be incurred (hereinafter in this Clause called "the relevant Owners") to the exclusion of all other Owners, and the Manager

shall further determine in what manner shares or proportions such expenditure should be borne between the relevant Owners. On any such determination being made, written notice thereof shall forthwith be given by the Manager either personally or by registered post to the relevant Owners individually and by exhibiting the same on the public notice boards of the Development and the following shall apply :-

- (a) Owners holding 10% or more of the Undivided Shares vested in the relevant Owners may within 1 month of such determination give written notice to the Owners' Committee and the Manager that they dispute such decision and thereupon the same shall be submitted to the Owners' Committee for review;
- (b) If no or insufficient relevant Owners shall give any such notice of dispute within 1 month then the same shall be deemed to be accepted by the relevant Owners and the item of expenditure shall be paid by the relevant Owners in the manner shares or proportions so determined by the Manager;
- (c) In the event of Owners holding 10% or more of the Undivided Shares vested in the relevant Owners giving notice of such dispute in accordance with Sub-clause (a) above, then the Manager shall within 21 days of such notice call a meeting of the Owners' Committee and give notice to the relevant Owners inviting them to attend the meeting of the Owners' Committee to make representations both for and against the determination of the Manager and after considering such representations and any representations which the Manager may wish to make, the Owners' Committee shall make its recommendations to the Manager;
- (d) The Manager may accept either wholly or in part such recommendations and the accepted recommendations shall thereupon become final and binding on the relevant Owners and the Manager PROVIDED THAT the Manager may however reject either wholly or in part such recommendations and in this event the Manager shall give written explanation of its rejection and shall have power
 - (i) to reinstate in total its original determination, or
 - (ii) to vary its original determination to take into account such of the recommendations of the Owners' Committee as it thinks fit, or
 - (iii) to determine the matter afresh and any such reinstatement, variation or fresh determination shall be final and binding on the relevant Owners and shall become effective accordingly PROVIDED ALWAYS THAT if a fresh determination as aforesaid results in the relevant Owners paying a greater sum than would have been payable under the original determination the foregoing provisions for review will apply as if the fresh determination was the original determination of the Manager;

PROVIDED THAT if the relevant Owner or one of the relevant Owners is the Owner of the Government Accommodation, the liability and amount payable by the Owner of the Government Accommodation shall be determined or approved by the G.P.A. or person nominated by the Director for this purpose PROVIDED ALSO THAT the provisions in this Clause shall not relate to any claim for death, personal injuries or damages made by any third person arising from any accident in the Common Areas and Facilities or to claim for compensation by any person employed by the Manager and PROVIDED FURTHER THAT in the case of such single item of expenditure not exceeding HK\$100,000.00 (such amount to increase by the inflation rate of the consumer price index for the current year as published by the Government on a compound basis on each anniversary of the date of this Deed or such larger amount as may be approved by the Owners' Committee) which is not covered by insurance and which is in the opinion of the Manager attributable to any particular part or parts of the Development but which the Owners of the other part or parts of the Development do not or would not receive any material benefit from such expenditure the Manager may in its absolute discretion include such expenditure as part of the management expenses of the Development.

3.5 Building Fund

- 3.5.1 (a) There shall be established and maintained and managed by the Manager as trustee for and on behalf of all the Owners (save and except the Manager) at such time as it shall deem appropriate a Building Fund towards payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually including but not limited to the expenses for the purchase, setting up, replacement, improvement and addition of installations, plant and equipment, systems, tools, machineries and apparatus in the Common Areas and Facilities and/or for the efficient management and maintenance of the Development and the Common Areas and Facilities and such fund shall not be refundable or transferable and belong to all the Owners for the time being of the Undivided Shares in the Lot and the Development.
- (b) Each Owner (save and except the Manager and the Owner of the Government Accommodation) shall before he is given possession of his part of the Development by the First Owner deposit with the Manager a sum equivalent to 2 months of his monthly management contribution as an initial contribution to the Building Fund and shall also on demand pay to the Manager such further sum as included in the monthly management contribution payable in respect of his part of the Development based on the annual management budget as determined in the annual general meeting of the Owners to maintain the said Building Fund at such level as the Manager shall recommend.
- (c) If there is an Owners' Incorporation, the Owners' Incorporation shall determine, by a resolution of the Owners, the amount to be contributed to the Building Fund by the Owners (save and except the Owner of the Government Accommodation) in any financial year, and the time when those contributions shall be payable.

- (d) The Owner of the Government Accommodation shall contribute to the Building Fund such sum for the reimbursement of capital expenditure, as shall first be approved by the G.P.A. or person nominated by the Director 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.
- (e) The Manager shall maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Building Fund for the Development, and shall use that account exclusively for the purpose referred to in Sub-clause (a) above.
- (f) The Manager shall without delay pay all money received by the Manager in respect of the Building Fund into the account maintained under Sub-clause (e) above.
- (g) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Building Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).

3.6 Security for and recovery of moneys due to Manager

3.6.1 Subject to Clause 3.8.1, each Owner (save and except the Manager and the Owner of the Government Accommodation) shall before he is given possession of his part of the Development and in addition to the payment under Clause 3.5.1 above :-

- (i) pay to the Manager a sum equivalent to 2 months' of such Owner's management contribution based on the first annual management budget as payment in advance of management contribution of his part of the Development of which he is the Owner and commencing from the date immediately after the date of the assignment in his favour as the Owner;
- (ii) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to 3 times the monthly management contribution payable by him in respect of his part of the Development of which he is the Owner based on the first annual management budget which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed;
- (iii) pay to the Manager such sum not exceeding 1 time the monthly management contribution payable by him in respect of his part of the Development of which he is the Owner based on the first annual management budget as shall be specified by the Manager as a debris removal fee for debris removal and disposal and special cleaning and clearing charges for the period during which his part of the

Development is under decoration or renovation provided that such sum shall not be refundable and shall cover only the decoration and renovation of the first 6 months after such Owner has been given possession of his part of the Development but not otherwise Provided any surplus of the debris removal fee shall be credited to the management account;

- (iv) pay to the Manager any sum determined by the Manager to be necessary in respect of initial outlays and expenses of the Development (including expenses and deposits for the installation of the public meters for water and electricity and other utilities) which sum shall not be refundable Provided any surplus of such sum shall be credited to the management account.

Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to 3 times the then current monthly management contribution payable in respect of the relevant part of the Development which he owns.

3.62. Contributions and payments to be made by each Owner (save and except the Owner of the Government Accommodation) under this Deed shall normally be made in advance on the first day of each calendar month but this shall not interfere with the Manager's discretion to call for any particular payment or contribution to be made on any other day or days it may deem necessary or desirable.

3.63 Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion :-

- (a) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed, provided that such charge shall form part of the management funds;
- (b) To charge the Owner concerned (save and except the Owner of the Government Accommodation) a reasonable sum as consideration for granting and processing any consent required from the Manager pursuant to this Deed provided that such consideration shall form part of the management funds.

3.6.4 (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof such sum or sums as the

Manager shall in his absolute discretion determine and such sum or sums collected shall form part of the management funds.

- (b) All moneys, income fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Development Rules shall form part of the management funds and
 - (i) In so far as they arise from or are attributable to the Residential Common Areas and Facilities providing service to Owners of the Residential Units be notionally credited to the budget for Residential Management Expenses;
 - (ii) In so far as they arise from or are attributable to the Car Park Common Areas and Facilities providing service to Owners of the Mixed Car Parking Spaces be notionally credited to the budget for Car Parking Management Expenses;
 - (iii) In so far as they arise from or are attributable to the Development Common Areas and Facilities providing service to Owners of the Development be notionally credited to the budget for Development Management Expenses;
 - (iv) In so far as they arise from or are attributable to any areas designated as common areas and facilities under a Sub-Deed in respect of a component part of the Development be notionally credited to the section of the annual management budget established for that component part;

to the intent that in each case the notional credit or estimated notional credit shall be taken into account in the preparation of the relevant section of the annual management budget or revised annual management budget.

- (c) For the avoidance of doubt, the Manager shall not be required to prepare or maintain separate accounts for the income and expenditure of individual sections of the annual management budget and the notional credits under Sub-clause (b) above shall be for reference purposes only as therein provided.

3.6.5 If any Owner (save and except the Owner of the Government Accommodation) shall fail to pay the Manager any amount payable hereunder within 30 days from the date on which the same falls due, he shall further pay to the Manager :-

- (a) Interest calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any sum remaining unpaid for each calendar month or

part thereof for which it remains unpaid and shall be payable from the due date until payment; and

- (b) A collection charge of not exceeding 10% of the amount due or such smaller or larger sum as the Manager may from time to time with the approval of the Owners' Committee determine to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

Provided that all monies paid to the Manager by way of interest and collection charges shall form part of the management funds and shall be credited to the management account and all monies paid to the Manager by way of collection charges shall be credited to the Manager's account.

3.6.6 All amounts which become payable by any Owner (save and except the Owner of the Government Accommodation) in accordance with the provisions of this Deed or any relevant Sub-Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and any relevant Sub-Deed and legal costs and all other expenses incurred in or in connection with recovering or attempting to recover the same (on a full indemnity basis) shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the costs of the Manager in such action on a full indemnity basis and such defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the other Owners as a whole and no Owner sued under the provisions of this Deed or any relevant Sub-Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

3.6.7 In the event of any Owner (other than the Owner of the Government Accommodation) failing to pay any sum due and payable by him in accordance with the provisions of this Deed and any relevant Sub-Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed and any relevant Sub-Deed within 14 days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 3.6.5 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs referred to in Clause 3.6.6 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of such defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

3.6.8 Any charge registered in accordance with Clause 3.6.7 hereof shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of such defaulting Owner together with the right to the

exclusive use, occupation and enjoyment of the part of the Lot and the Development held therewith and the provisions of Clause 3.6.6 of this Deed shall apply equally to any such action.

- 3.6.9 (a) The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Lot and the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and any relevant Sub-Deed and of the Development Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 3.6.6 of this Deed shall apply to all such proceedings.
- (b) In addition to the powers of the Manager provided in this Deed, the Manager shall have all the powers of a corporation incorporated under the Building Management Ordinance (Cap.344) or any other Ordinance amending extending or re-enacting the same insofar as the Manager may lawfully exercise such powers.

3.7 Application of monies received by Manager

3.7.1 Subject to Clause 7.1 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Lot and the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Development and any surplus thereof shall form part of the management funds.

3.7.2 Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 3.6.5 - 3.6.9 of this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made.

3.7.3 All money paid to the Manager including but not limited to those sums collected pursuant to Clause 3.6.1 hereof and those by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under Clause 3.6.3 of this Deed for granting any consent to an Owner where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank PROVIDED THAT the Manager may charge the Owner concerned (save and except the Owner of the Government Accommodation) and retain for its own account a reasonable fee for processing such consent.

3.8 Owners' interest in Building Fund

3.8.1 Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 3.6.1 of this Deed and his contributions towards the Building Fund paid under Clause 3.5.1 of this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Development irrespective of changes in ownership of the Undivided Shares in the Lot and the Development PROVIDED THAT upon the Lot reverting to the Government and no further lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 7.1 of this Deed, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the management expenses immediately prior to such reversion (save and except the Owner of the Government Accommodation) or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners (save and except the Owner of the Government Accommodation) whose rights and obligations are extinguished in proportion to their Undivided Share or Shares.

3.9 Management accounts and records

3.9.1 The first financial year for the purpose of management of the Lot and the Development or any part or parts thereof shall commence on the day on which the first Occupation Permit of a particular part of the Development is issued and shall terminate on the 31st day of December of the same year but thereafter the subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of such years PROVIDED THAT the Manager shall have the right to change the financial year at any time but 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 the same has been established) upon giving notice published in the public notice boards of the Development.

- 3.9.2 (a) The Manager shall maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of the Owners for the time being of the Lot and the Development and the Manager shall use that account exclusively in respect of the management of the Lot and the Development.
- (b) Subject to Sub-clauses (c) and (d) below, the Manager shall without delay pay all money and deposits received by the Manager in respect of the management of the Lot and the Development into such interest-bearing account maintained by the Manager under Sub-clause (a) above.
- (c) Subject to Sub-clause (d) below, the Manager may, out of money received by the Manager in respect of the management of the Lot and the Development, 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 approved or determined from time to time by a resolution of the Owners' Committee (if the same has been established).

- (d) The retention of a reasonable amount of money under Sub-clause (c) above or the payment of that amount into a current account in accordance with Sub-clause (c) 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 the same has been established).
- (e) Any reference in this Clause to an account is a reference to an account or accounts opened with one or more banks within the meaning of section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Lot and the Development.
- (f) The Manager shall maintain proper books or records of account and other financial records of all payments made to and all expenditure incurred by the Manager in the exercise of its powers and duties hereunder and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years. In addition, within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure in respect of its management of the Lot and the Development for that period and shall display a copy of it in a prominent place in the Development for a reasonable time.

3.9.3 Within 2 months after the close of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that preceding financial year. Each income and expenditure account and balance sheet shall be certified by a firm of certified public accountants appointed by the Manager and shall provide an accurate summary of all items of income and expenditure during that preceding financial year including details of the Building Fund and an estimate of the time when there will be a need to draw on the Building Fund and the amount of money that will be then needed. The Manager shall upon request of the Owners in their annual general meeting appoint an accountant or some other independent auditor nominated by the Owners at the said annual general meeting to audit any income and expenditure account and balance sheet prepared by the Manager as aforesaid. If there is an Owners' Incorporation and the Owners' Incorporation decides by a resolution of the Owners, that any income and expenditure account and balance sheet prepared by the Manager as aforesaid 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.

3.9.4 The Manager shall upon reasonable notice being given by any Owner (save and except the Owner of the Government Accommodation) permit such Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet prepared pursuant to this Deed and any relevant Sub-Deed after the same shall have been certified as herein provided. The Manager shall also upon request of any Owner (save and except the Owner of the Government Accommodation) and upon payment of a reasonable copying charge for copying the same supply such Owner with a copy or copies of any such of the annual accounts records of account income and expenditure account or balance sheet requested by such Owner in writing at any time after the same shall have been prepared and certified as herein provided.

- 3.9.5 (a) As may be requested in writing by the G.P.A., the Manager shall provide the F.S.I., free of charge with quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated.
- (b) The said accounts, reports, budgets, notices and demands shall be sent free of charge to the F.S.I. by prepaid post or delivered by hand to the G.P.A., 31/F, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person and address nominated by the F.S.I. in writing.
- (c) Whether to be annexed to this Deed or lodged in the management office, the Manager shall provide the Owner of the Government Accommodation with a copy of the plans of the Common Areas and Facilities and any amendments that may be made thereto from time to time, free of costs.

3.10 Powers and duties of Manager

3.10.1 The management of the Lot and the Development shall subject to Clause 3.1.1 of this Deed be undertaken by the Manager and each Owner hereby irrevocably APPOINTS the Manager as agent and attorney with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners and in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Development and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

- (a) To demand, collect and receive all amounts payable by Owners (save and except the Owner of the Government Accommodation) under the provisions of this Deed and any relevant Sub-Deed;
- (b) To manage, maintain and control the parking of vehicles in the Common Areas and Facilities and to remove any cars parked in any area not reserved for parking or car parked in any parking space without the permission of the Manager;
- (c) To insure and keep insured to the full reinstatement value in respect of the Common Areas and Facilities as comprehensively as reasonably possible and in particular against loss or damage by fire or such other perils as the Manager shall deem fit, and in respect of public liability and/or occupiers liability and liability as employer of the employees of the Manager with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Lot and the Development;

- (e) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the Items, the structure and fabric of the Development and the external walls elevations and facade thereof (including the external walls of the Government Accommodation) but excluding any external wall elevations and facade forming part of the Commercial Accommodation and windows and window frames except those situate in the Common Areas and Facilities PROVIDED THAT the exercise of such right shall not affect any signs erected on the external walls of the Government Accommodation and PROVIDED HOWEVER THAT in respect of the Development other than the Government Accommodation the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any such shall be broken and remain unreplaced for 7 days (except in the case of emergency) after the Manager shall have served a notice on the Owner or occupier of the part of the Development concerned requiring him to replace the same Provided that the Owner of the Government Accommodation shall be responsible for replacing broken window glass of the Government Accommodation;
- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational and Communal Areas and Facilities, the Yellow Area (until possession of which is redelivered to the Government), the Public Open Space, the Rights of Way and the Pedestrian Escalator Link in good condition to the satisfaction of the Director of Lands in accordance with the Conditions and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same including any access steps staircases and ramps, whether the same are within or outside the Lot and for such purpose to engage a landscape architect or consultant in accordance with the Conditions PROVIDED THAT the provision of any additional facilities for and any improvements to the Recreational and Communal Areas and Facilities shall be subject to obtaining the prior approval from the Owners' Committee (if formed) or the Owners' Incorporation (if any);
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable PROVIDED THAT the provision of any additional facilities for the Recreational and Communal Areas and Facilities shall be subject to obtaining the prior approval from the Owners' Committee (if formed) or the Owners'

Incorporation (if any) PROVIDED ALSO THAT the prior written approval of the Owner of the Government Accommodation shall be obtained if the additional facilities will or are likely to affect the Government Accommodation and to keep the lifts, escalators and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;

- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land owned by the First Owner and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or the Development or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage and to indemnify the First Owner in respect of any costs, damages, claims or expenses arising out of or in connection with any such occurrence or damage as aforesaid;
- (l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior or interior of the Common Areas and Facilities at such intervals as the same may reasonably require to be done PROVIDED THAT the signs erected on the external walls of the Government Accommodation shall not be affected;
- (m) To replace any glass in the Common Areas and Facilities that has been or are likely to be broken;
- (n) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (o) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (p) To prevent refuse from being deposited on the Lot and the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Lot and the Development and arrange for its disposal at such regular intervals and to maintain in the Lot and the Development refuse collection facilities to the satisfaction of the Director of Urban Services;
- (q) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;

- (r) To choose from time to time the colour and type of facade of the Common Areas and Facilities;
- (s) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Lot and the Development or any part thereof;
- (t) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Lot and the Development at all times;
- (u) To lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system which serve the Development;
- (v) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Lot and the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Conditions and this Deed and the Deed of Grant of Easement and to demand and recover on a full indemnity basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damage caused thereby to the satisfaction of the Manager;
- (w) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Development of all legal proceedings relating to the Lot and the Development (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the Supreme Court (or any provision amending or in substitution for the same) or otherwise;
- (x) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Development in any manner in contravention of the Conditions or this Deed or the Deed of Grant of Easement;
- (y) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Development any provisions of the Conditions or this Deed;
- (z) To prevent any person from detrimentally altering or injuring any part or parts of the Lot and the Development or any of the Common Areas and Facilities thereof;

- (aa) To prevent any person from overloading the floors or lifts of the Development or any part or parts thereof;
- (ab) From time to time and for the purpose of regulating the passenger traffic within the Development excluding the Government Accommodation and/or for the purpose of achieving a more efficient use of the lifts to allocate and/or assign lifts in the Residential Common Areas and Facilities for the exclusive use of particular Towers and/or floors and/or units in the Residential Accommodation;
- (ac) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (ad) To have the right to represent all the Owners in all matters and dealings with any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Lot and the Development as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings PROVIDED that the Manager shall not represent the F.S.I. or the G.P.A. in any dealings with the Government.
- (ae) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Lot and the Development, Provided that where any major contract involves sums in excess of 20% of the total amount of the relevant annual management budget, such major contract shall be awarded in accordance with the provisions in Clause 3.4.2 above;
- (af) To enforce the due observance and performance by the Owners and occupiers of the terms and conditions of the Conditions and this Deed and any relevant Sub-Deed and the Development Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (ag) To ensure that all Owners or occupiers of any part of the Development (save and except the Government Accommodation) maintain the part owned or occupied by them in a proper and satisfactory manner and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;
- (ah) To post the name of any Owner (save and except the Owner of the Government Accommodation) in default or in breach of the terms and conditions of this Deed or any relevant Sub-Deed or the Development Rules together with particulars of the default or breach on the public notice boards of the Development;
- (ai) To ensure that no hawkers shall carry on business on any part of the Lot or the Development and remove any hawker found to be so doing and to post up and display notices to the effect that hawker is prohibited on the Lot and the Development prominently near all entrances of the Lot and the Development in accordance with the Conditions;

- (aj) Subject to the prior approval of the Owners' Committee (if formed) or the Owners' Incorporation (if any), to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED that such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Conditions nor affect the use and enjoyment of the Government Accommodation nor interfere with an Owner's exclusive right to hold, use, occupy and enjoy the part of the Development which he is entitled nor adversely affect an Owner's rights and interests and PROVIDED FURTHER that any charges or fees arising from the granting of such rights of way, access or use shall form part of the management funds of the Development and PROVIDED ALWAYS THAT the grantee(s) of such rights shall cause the least disturbance and shall at their own expense make good any damage caused thereby or arising out of the exercise of such right;
- (ak) Subject to the prior approval of the Owners' Committee (if formed) or the Owners' Incorporation (if any), to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within
the Lot and the Development which the Manager shall in its absolute discretion deem appropriate PROVIDED that any charges, rent or fees payable and arising from the granting of such easements or rights shall form part of the management funds of the Lot and the Development and PROVIDED FURTHER that the exercise of such right shall not adversely affect an Owner's exclusive right to hold, use, occupy and enjoy the part of the Development which he is entitled or adversely impede or restrict the access to and from such part of the Development owned by him and shall not affect the use and enjoyment of the Government Accommodation PROVIDED ALWAYS THAT the grantee(s) of such rights shall cause the least disturbance and shall at their own expense make good any damage caused thereby or arising out of the exercise of such right;
- (al) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (am) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Development as a whole;
- (an) Subject to the prior approval of the Owners' Committee (if formed) or the Owners' Incorporation (if any), to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion consider appropriate Subject Always to the provisions of the Conditions and this Deed PROVIDED THAT all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed and any relevant Sub-Deed and

PROVIDED FURTHER THAT the grant of such franchises, leases, tenancy agreements and licences shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the part of the Development which he is entitled or unreasonably impede or restrict the access to and from any such part of the Development and shall not affect the use and enjoyment of the Government Accommodation;

(ao) To remove any dogs, cats or other animals or fowls from the Lot and the Development if, in the opinion of the Manager, such animals or fowls are causing a nuisance to other Owners or occupiers of the Lot and the Development;

(ap) To provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Development as the Manager shall in its sole discretion consider desirable Provided Always that no decoration shall be made to any part of the

Government Accommodation and the external walls thereof except with the prior written approval of the Owner of the Government Accommodation;

(aq) To implement in all respects to the satisfaction of and within the time limits stipulated by the Director of Environmental Protection proposals to mitigate environmental problems identified by the Director of Environmental Protection in accordance with the Special Condition (73) of the Conditions;

(ar) From time to time with the prior approval of the Owners' Committee (if any), to make, revoke or amend the Development Rules as it shall deem appropriate which shall not be inconsistent with this Deed and which shall not affect the operation, management and maintenance of and access to and from the Government Accommodation;

(as) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which the Owners (save and except the Owner of the Government Accommodation) are required to obtain its written consent or approval pursuant to this Deed or any relevant Sub-Deed or the Development Rules and to impose conditions or additional conditions including payment of appropriate fees relative thereto on such Owners (save and except the Owner of the Government Accommodation) and the giving or withholding by the Manager of such consent or approval shall be final and conclusive and binding on such Owners (save and except the Owner of the Government Accommodation) and where any consent or approval is required from the Manager by an Owner, any sum imposed by the Manager as a consideration for the granting of such consent or approval shall be held by the Manager for the benefit of the Owners and paid into the management account and the Manager

shall be entitled to charge and maintain a reasonable fee for processing such consent;

(at) Subject as otherwise provided in this Deed, from time to time, in the absence of an Owner's Committee or authorized by the Owners' Committee to compile rules and regulations governing

(i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;

(ii) the quorum for the conduct of business at any such meetings;

(iii) the establishment of the Owners' Committee;

(iv) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;

(v) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

(au) To convene such meetings of the Owners or meetings of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;

(av) To do all things which the Manager shall in consultation with the Owners' Committee (if formed) deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Lot and the Development for the better enjoyment or use of the Lot and the Development by its Owners occupiers and their licensees PROVIDED THAT the prior written approval of the Owner of the Government Accommodation shall be obtained if the said maintenance and improvement to be done would or are likely to affect the Government Accommodation;

(aw) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities vested in the Manager to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners (save and except the Owner of the Government Accommodation) for such purpose including matters relating to payment of compensation and in the event of any land being resumed by the Government, to execute any necessary document in relation to such reversion Provided Always that in the event that any land being surrendered covers any private streets, roads or lanes, to make payment (if any) to the Government as required for the surfacing, kerbing, draining (both foul and storm water sewers) and channelling thereof carried out by the Government in respect of such streets, roads and lanes surrendered;

- (ax) Subject to the prior approval of the Owners' Committee (if formed) or the Owners' Incorporation (if any), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion consider appropriate PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's exclusive right to hold, use, occupy and enjoy the part of the Development which he is entitled or unreasonably impede or restrict the access to and from any such part of the Development and shall not affect the use and enjoyment of the Government Accommodation;
- (ay) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities including the Recreational and Communal Areas and Facilities and their ancillary facilities in the Common Areas and Facilities, to remove any person (save and except the Owner of the Government Accommodation) thereon who fails to comply with or is in breach of any Development Rules relating to such facilities and to exclude any person who has been in persistent breach of such Development Rules

from the use of such facilities for such period as the Manager shall in its discretion deem appropriate;

- (az) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Lot to the Government storm water drains and sewers;
- (ba) Subject to having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external wall (save and except the external walls of the Government Accommodation), any terrace, roof, flat roof, upper roof and/or balcony scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Development Provided that the Manager shall make good any damage caused thereby and shall ensure that the least disturbance is caused;
- (bb) To do all such other things as are reasonably incidental to the management of the Lot and the Development;
- (bc) To repair and maintain the drains and channels and drainage system whether within or outside the Lot serving the Development which is required to be maintained pursuant to the Conditions;
- (bd) To engage qualified personnel to inspect keep and maintain any of the Slopes and Retaining Walls in compliance with the Conditions and in accordance with all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures and to collect from the Owners all costs lawfully incurred or to be

incurred by the Manager in carrying out such maintenance Provided that the Manager shall not be made personally liable for carrying out any such requirements of the Conditions which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager is unable to collect the costs of the required works from all Owners pursuant to the terms of this Deed;

- (be) To enter into contracts with third parties for or to subcontract to other agents or managers the management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof on such terms and conditions as the Manager shall in its discretion think fit PROVIDED THAT nothing in this clause shall permit the Manager to delegate all or substantially all of its duties under this Deed;
- (bf) To repair, maintain and upkeep the Items to the satisfaction of the Director of Lands in accordance with the Conditions;

- (bg) To maintain all areas open spaces and facilities as are required to be maintained under the provisions of the Conditions and in the manner as provided therein;
- (bh) To take all steps necessary or expedient for complying with the Conditions and any government requirements concerning the Lot and the Development or any part thereof;
- (bi) To engage qualified personnel to inspect or carry out a structural survey of the Lot and the Development or any part thereof including the drains and channels within or outside the Lot serving the Development as and when the Manager deems necessary or desirable;
- (bj) If the Manager shall in its discretion deem fit to operate or enter into contract with any other person for the operation of the Shuttle Bus Service for the use and benefit of the Owners and residents for the time being of the Lot and the Development whether on its own or together with the manager and/or owners of other neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the Shuttle Bus Service such fares as the Manager may think reasonable.
- (bk) The right whether pursuant to Special Condition (18) of the Conditions or otherwise to negotiate, undertake, agree and generally deal with all matters with the Mass Transit Railway Corporation concerning the construction of Mass Transit Railway, station box, entrance, tunnel or other structure within the Lot and/or the Development or any part thereof or otherwise in such manner as the Manager may deem fit without the concurrence or approval of any Owner and to execute any documents in the name of the Manager in connection therewith and any such undertakings and agreements shall be binding on the Owners and the Manager shall thereafter take such steps as may be required to fulfil the undertakings and agreements.

3.10.2 Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power

- (a) To ban vehicles or any particular category of vehicles from the Lot and the Development. PROVIDED ALWAYS that the right of the Owner or Owners to the proper use and enjoyment of the Private Car Parking Areas, the Mixed Car Parking Areas, the Commercial Loading and Unloading Spaces, the Residential Loading and Unloading Spaces, the School Bus Parking Space, the School Bus Lay-by and Taxi Lay-bys in accordance with the provisions of the Conditions, this Deed and any relevant Sub-Deed shall not be affected;

- (b) Subject to the prior approval of the Owners' Committee (if formed) or the Owners' Incorporation (if already established), to designate any part of the Common Areas and Facilities for the parking of vehicles or any particular class of vehicles provided that the prior written approval of the Director of Lands and all other competent government authorities to such designation has been obtained and further that any revenue generated therefrom shall be applied towards the management expenses of the Lot and the Development;
- (c) To impound and/or remove any vehicle parked anywhere on or in the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed and any relevant Sub-Deed or any Development Rules or which owner has defaulted in paying parking fees and any damage caused to such vehicles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owner thereof;
- (d) To impose charges for any such impoundment or removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees;
- (e) To impose and collect service charges on owners of or other persons responsible for such offending vehicles or objects and in the event that the owners thereof or any other persons responsible therefor fail to turn up to claim such offending vehicles or objects within a time which the Manager in its absolute discretion determines to be reasonable, to dispose of the same by whatever way which in its sole discretion the Manager deems fit and expedient without incurring any liabilities whatsoever and to put the proceeds of sale (if any) in the funds held and applied by the Manager towards the management expenses of the Lot and the Development.

3.10.3 Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power :-

- (a) To charge the Owners (save and except the Owner of the Government Accommodation) for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris provided that such charges shall form part of the management funds;
- (b) To charge the Owners (save and except the Owner of the Government Accommodation) for all costs and consultants' fees incurred in approving their fitting out, decoration, construction or other plans submitted for approval by the Manager in accordance with the provisions of this Deed or any relevant Sub-Deed or the Development Rules;

- (c) To charge the Owners for the use of fresh or sea water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manage provided such charges shall form part of the management funds;

- (d) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Lot and the Development excluding the Government Accommodation, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government;
- (e) To enter with or without workmen at all reasonable times on prior written notice (except in the case of emergency) into and upon all parts of the Lot and the Development (save and except the Government Accommodation) and to erect scaffolding and other equipment thereon necessary for the purpose of laying, replacing, repairing, maintaining, altering or removing any of the fresh or sea water mains and drains and pipes thereon serving any part of the Lot whether or not the same belong exclusively to any other part or parts of the Development provided that the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused;
- (f) To enter with or without workmen at all reasonable times on prior written notice (except in the case of emergency) into all parts of the Lot and the Development (excluding the Government Accommodation) for the purpose of inspecting the toilet and to replace or repair at the expense of the Owner or Owners concerned any part or parts of a toilet which shall leak provided that the Manager shall ensure that such inspection shall cause the least disturbance and shall make good any damage caused thereby unless the same is due to the default of the Owner of such toilet;
- (g) To forbid any Owner (save and except the Owner of the Government Accommodation) who defaults in payment of any amounts due from him under the provisions of this Deed or any relevant Sub-Deed or otherwise fails to observe or perform any of the terms and conditions herein contained whether or not such Owner occupies such part of the Development and his tenants and licensees the use of the Recreational and Communal Areas and Facilities until such default is rectified;
- (h) To manage, repair, upkeep, maintain and to keep well lighted the Yellow Area (until possession of the same is redelivered to the Government), the Rights of Way and the Pedestrian Escalator Link and to manage and maintain such other areas or drains and channels whether within or outside the Lot that are required to be maintained under the Conditions;
- (i) To charge a prescribed fee for entry into and/or use of the Recreational and Communal Areas and Facilities or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit provided that all such prescribed fees collected shall form part of the management fund to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;

- (j) To charge a prescribed fee for entry into and/or use of any part of the Residential Common Areas and Facilities or Development Common Areas and Facilities set aside for parking of vehicles, whether temporary or otherwise, of such amount as the Manager shall in its reasonable discretion deem fit provided that all such prescribed fees collected shall form part of the management fund to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities or Development Common Areas and Facilities, as the case may be;
- (k) To charge a prescribed fee for use of the Shuttle Bus Service of such amount as the Manager shall in its reasonable discretion deem fit provided that all such prescribed fees collected shall form part of the management fund to be utilised towards the operation and maintenance of the Shuttle Bus Service or, if there should be a surplus, towards the operation and maintenance of the Residential Common Areas and Facilities or the Development Common Areas and Facilities, as the Manager may in its absolute discretion determine.

- 3.10.4
- (a) The Manager shall have power to enter with or without workmen at all reasonable times on prior reasonable written notice (except in the case of emergency) into all parts of the Lot and the Development (save and except the Government Accommodation) for the purposes of inspecting, rebuilding, repairing, altering, renewing, maintaining, cleaning, painting or decorating any part or parts of the Lot and the Development (save and except the Government Accommodation) and the Common Areas and Facilities or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed and any relevant Sub-Deed provided that the power to enter into any Residential Unit is restricted for the purpose of effecting necessary repairs and maintenance to the Development or in connection therewith provided further that the Manager shall ensure that the least disturbance and inconvenience is caused and at his own expense make good any damage caused thereby and arising out of the negligent or wilful acts of the Manager or his workmen and that prior written approval of the Owner of the Government Accommodation shall be obtained before carrying out any works which would or are likely to affect the Government Accommodation or any part thereof and shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.
 - (b) The Common Areas and Facilities shall be under the exclusive control of the Manager who may, subject to the prior approval of the Owners' Committee (if formed) or the Owners' Incorporation (if any), make rules or regulations or impose conditions regulating the use and management thereof Subject to the provisions of the Conditions and this Deed and any relevant Sub-Deed Provided that the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the part of the Development which he is entitled or impede or restrict the access to and from such part of the Development owned by him.

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

3.11 Development Rules

- 3.11.1 (a) The Manager shall have power subject to the prior approval of the Owners' Committee from time to time (when it has been formed) revoke and amend Development Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Development (save and except the Government Accommodation) and the Common Areas and Facilities or any part or parts thereof and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Development Rules shall be binding on all the Owners (save and except that the Development Rules shall not be binding on the Owner of the Government Accommodation), their tenants, licensees, servants or agents PROVIDED THAT the operation, management, enjoyment and maintenance of and access to and from the Government Accommodation shall not be adversely affected or interfered with. A copy of the Development Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.
- (b) Such Development Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed and shall not in any way conflict with such terms and conditions. In case of inconsistency between such Development Rules and the terms and conditions of this Deed and any Sub-Deed the terms and conditions of this Deed and the Sub-Deed shall prevail.
- (c) Without prejudice to the generality of Sub-clause (b) hereof, the Manager shall subject to the prior approval of the Owners' Committee (if formed) be entitled to make revoke and amend rules regulating and restricting the use of the Recreational and Communal Areas and Facilities including the fixing of the payment for use of any of the Recreational and Communal Areas and Facilities provided that all such payments to the Manager shall form part of the management funds.
- (d) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such Development Rules or non-observance thereof by any third party.

3.12 Delegation of Manager

3.12.1 The Manager may employ or subcontract on such terms and conditions as it shall in its absolute discretion deem fit any person or company whose principal business is that of estate management to perform or carry out any of its management powers and duties, and in case of such employment or entering into of such subcontract, all acts and deeds done or caused to be done by the person or

company under such employment or subcontract shall be deemed to be done by the Manager PROVIDED THAT nothing in this Clause shall permit the Manager to delegate all or substantially all of its duties under this Deed.

3.13 Management of the Government Accommodation

3.13.1 For the avoidance of doubt, it is hereby agreed and declared that the Owner of the Government Accommodation shall have the right to alter the use services and facilities and to install additional services and facilities on the structural elements of the Government Accommodation in accordance with the Conditions.

3.13.2 For the avoidance of doubt, it is hereby agreed and declared that the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation and the cost of maintenance and management of the Government Accommodation shall be borne solely by the Owner of the Government Accommodation.

3.13.3 Notwithstanding Clause 3.13.2 above, the Owner of the Government Accommodation shall be liable for payment of the management and maintenance charge pursuant to proviso (iv) of Clause 3.4.2.

3.13.4 Notwithstanding Clause 3.13.2 above, upon the request of the Owner of the Government Accommodation, the Manager will undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation and will be reimbursed with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has first submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.

SECTION IV

4. EXCLUSIONS AND INDEMNITIES

4.1 The Manager, its servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager, its servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith. Without in any way limiting the generality of the foregoing, the Manager, its servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of

(a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or

- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Lot and the Development, or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Lot and the Development, or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- (e) theft, burglary or robbery within the Lot and the Development;

UNLESS it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its servants, agents or contractors involving criminal liability or dishonesty or gross negligence and PROVIDED THAT the management contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

4.2 Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers for the time being against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Development of which he has the exclusive use or any person using such part with his consent express or implied or by, or through, or in any way owing to the overflow of water or spread of fire therefrom.

4.3 Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers for the time being against the acts and omissions of all persons occupying any part of the Development of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Lot and the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by this Deed or any relevant Sub-Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by this Deed or any relevant Sub-Deed or for which the Manager has elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION V

5. OWNERS' COMMITTEE

5.1 Constitution and functions

5.1.1 Within 9 months of the execution of this Deed, the Manager shall convene a meeting of the Owners to establish an Owners' Committee and to elect a chairman thereof. The

Owners' Committee shall consist of not more than 15 persons and in the appointment or election of the members to the Owners' Committee :-

- (a) The Owners of the Residential Accommodation shall from time to time vote to elect by secret ballot not more than 9 representatives to represent them in the Owners' Committee;
- (b) The Owners of the Commercial Accommodation shall from time to time appoint not more than 3 representatives to represent them in the Owners' Committee;
- (c) The Owners of the Mixed Car Parking Areas shall from time to time appoint not more than 1 representative to represent them in the Owner's Committee;
- (d) The Owners of the Private Car Parking Areas shall from time to time appoint or (if a Sub-Deed in respect of the same has been entered into) vote separately to elect by secret ballot not more than 1 representative to represent them in the Owners' Committee; and
- (e) The Owners of the Kindergarten and Parking Space for Kindergarten shall from time to time appoint not more than 1 representative to represent them in the Owners' Committee.

5.1.2 The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once a year and the functions of the Owners' Committee shall be limited to the following :-

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the draft annual management budget, annual management budget and revised management budget prepared by the Manager;
- (d) the approval of the Development Rules made from time to time by the Manager and any amendment or revocation thereof;
- (e) the liaising with the Manager in respect of all matters concerning the management of the Lot and the Development;
- (f) the appointment of accountants for audit of the annual accounts prepared by the Manager;
- (g) to convene meetings of all the Owners;
- (h) to act as the Manager during such period as no Manager is appointed;
- (i) to appoint a manager to take the place of the Manager in accordance with the provisions of Clause 3.1.2; and

- (j) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.

5.1.3 The following persons shall be eligible for membership of the Owners' Committee :-

- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
- (b) The husband or wife of any Owner or any adult member of the family of any Owner duly authorised by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee PROVIDED THAT such husband, wife or adult member of the family resides in the Development.
- (c) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
- (d) The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not reduced below 2 and where the number is reduced to only 2 the quorum for its meeting shall be 2 Provided that if the number is reduced below 2, the sole member of the Owners' Committee may act for the purpose only of electing another member of the Owners' Committee.
- (e) A member of the Owners' Committee elected by the Owners of a completed Tower of the Residential Accommodation may be removed from office by resolution of the Owners of that Tower at an annual general meeting or an extraordinary general meeting convened for the purpose and at any such meeting, another member may be appointed by resolution of the Owners of that Tower in the place of the member removed from office.
- (f) A member of the Owners' Committee elected by the Owners of any component part of the Development in respect of which a Sub-Deed has been entered into may be removed from office by resolution of the Owners of that component part at an annual general meeting or an extraordinary general meeting convened for the purpose and at any such meeting another member may be elected by resolution of the Owners of that component part in the place of the member removed from office.
- (g) A member of the Owners' Committee appointed by the Owners of any component part of the Development may be removed from office and another person

appointed in his place by notice in writing from the Owners of that component part addressed to the Owners' Committee.

5.2 Cessation of office of members

5.2.1 A member of the Owners' Committee shall retire from office at every alternate annual general meeting following his appointment or election but shall be eligible for reappointment or re-election but subject to this he shall hold office until :-

- (a) He resigns by notice in writing to the Owners' Committee; or
- (b) In the case of an elected member he ceases to be eligible under Clause 5.1.3 hereof or is not re-elected at the meeting of Owners at which he stands for re-election; or
- (c) 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
- (d) He becomes incapacitated by physical or mental illness or death; or
- (e) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or
- (f) He resides abroad; or
- (g) He ceases to be an Owner of Undivided Shares in the Lot and the Development.

In any of the events provided for in Sub-clauses (a), (c), (d), (e), (f) or (g) above, the Manager shall convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created if the member concerned is an elected member, or the Owners who are entitled to appoint the member concerned shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member.

5.3 Meetings

5.3.1 The Owners' Committee shall meet at the requisition of the Chairman or any 2 members of the Owners' Committee or whenever requested by the Manager PROVIDED THAT one such meeting to be known as the annual general meeting shall be held once in each calendar year commencing with the year following the date of the issue of the first Occupation Permit for the purpose of reviewing the Manager's management budget and transacting any other business of which due notice is given in the notice convening the meeting.

- 5.3.2 (a) Notice of the meeting of the Owners' Committee shall be given in writing by the Manager or the Owners' Committee or the person or persons convening the

meeting upon each member of the Owners* Committee at least 7 days before the date of the meeting specifying the time and place of the meeting and the resolutions to be proposed. Copies of such notice together with the agenda and minutes of the meeting shall be sent by the Manager to the Owner of the Government Accommodation or the F.S.I, free of costs by prepaid post in the manner as provided for in Clause 8.5 of this Deed.

(b) Service of the said notice of meeting of the Owners' Committee may be effected:-

- (i) personally upon the member of the Owners' Committee;
- (ii) by post addressed to the member of the Owners' Committee at his last known address; or
- (iii) by leaving the notice at the member's part of the Development.

5.3.3 No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business and not less than one half of the total number of the members of the Owners' Committee shall be a quorum. If within half an hour for the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Owners' Committee, shall be dissolved; if convened by the Manager, it shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members of the Owners' Committee present shall be a quorum.

5.3.4 The members present at the first meeting of the Owners' Committee shall choose one of their, members to be the chairman and he shall be chairman until the next annual general meeting. thereafter the chairman shall be chosen by the members of the Owners' Committee at the first meeting of the Owners' Committee held in any calendar year. In the absence of the chairman, the members present at any meeting duly convened shall choose one of their members to be the chairman of that meeting.

5.3.5 (a) The Owners' Committee shall have full power from time to time to make and

compile rules and regulations governing

- (i) the convening, conduct and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
- (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
- (iii) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;
- (iv) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

Provided that no such rules or regulations shall be contrary to or inconsistent with the provisions of this Deed or any Sub-Deed.

- (b) The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative shall act as a secretary to the Owners' Committee who shall have the right to attend all meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.
- (c) The Owner of the Government Accommodation shall have the right to appoint one or more representatives to attend meetings of the Owners' Committee but not to vote thereat.

5.3.6 The following provisions shall apply in all meetings of the Owners' Committee :-

- (a) Subject to Sub-clauses (d) and (e) below, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed;
- (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
- (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote;
- (d) In the case of an equality of votes the chairman shall have a second or casting vote;
- (e) No resolution concerning the management of any part of the Development shall V adversely affect the use, operation, maintenance and management of the Government Accommodation or any part thereof.

5.4 Liability, remuneration and records of the Owners' Committee

5.4.1 The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee and the members thereof from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid which does not involve criminal liability or dishonesty or negligence on the part of any or all of the members of the Owners' Committee and all costs and expenses in

connection therewith.

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

5.4.3 The Owners' Committee shall cause to be kept records and minutes of

- (a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;
- (b) all resolutions and notes of proceedings of the Owners' Committee;
- (c) the members present at all meetings.

5.4.4 The records and minutes referred to in Clause 5.4.3 above shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to copies of extracts therefrom on paying the reasonable charges therefor PROVIDED THAT copies of the records and minutes referred to in Clause 5.4.3 hereof shall be sent to the Owner of the Government Accommodation or the F.S.I, care of the G.P.A. and free of charge in the manner as set out in Clause 8.5 of this Deed.

SECTION VI

6. MEETING OF OWNERS

6.1 From time to time as occasion may require there shall be meetings of the Owners for the time being of the Undivided Shares to discuss and decide on matters concerning the Lot and the Development and in regard to such meetings the following provisions shall apply :-

- (a) (i) The first meeting of Owners shall be convened by the Manager as soon as possible but not later than 9 months from the execution of this Deed, the business of which shall include the appointment of a chairman and the members of the Owners' Committee.
- (ii) A meeting may be validly convened by the Manager or by the Owners' Committee or by those Owners who in the aggregate have vested in them for the time being not less than 5% of the total number of Undivided Shares in the Lot and the Development.
- (b) The procedure at a meeting of Owners shall be determined by the Owners. Every meeting shall be convened by at least 14 days' notice in writing posted on the public notice boards of the Development specifying the time and place of the meeting and the resolutions to be proposed and by depositing such notice in the letter boxes of the Owners provided that such notice shall be sent to the Owner of the Government Accommodation in the manner as provided for in Clause 8.5 of this Deed.

(c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and the Owners present in person or by proxy who in the aggregate have vested in them not less than 10% of the total number of the Undivided Shares in the Lot and the Development shall be a quorum.

(d) The chairman or failing him any other member of the Owners' Committee shall preside at every such meeting PROVIDED THAT if none of such person are present within 15 minutes of the time fixed for the meeting, the Owners then present shall choose one of their members to be the chairman of the meeting.

(e) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.

(f) Every Owner shall have one vote for each Undivided Share vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and in case __ dispute the first named of such Owners shall have the right to vote. In case of any equality of votes, the chairman shall have a second or casting vote.

(g) Votes may be given either personally or by proxy and in regard to the election, re-election, removal from office of a member of the Owners' Committee or of the chairman of the meeting, votes shall if so demanded by any Owner be cast by means of a secret ballot supervised by the Manager.

(b) (i) The instrument appointing a proxy shall be in writing signed by the Owner or if the Owner is a body corporate under the seal of that body;

(ii) The appointment of a proxy shall have no effect unless the instrument appointing the proxy is lodged with the person who convened the meeting not less than 24 hours before the time for the holding of the meeting at which the proxy proposes to vote, or within such lesser time as the chairman shall allow.

(i) Save as otherwise herein provided any resolution on any matter concerning the Lot and the Development passed by a simple majority of votes voting in proportion to the number of the Undivided Shares held by the Owners at a duly convened meeting by the Owners present in person or by proxy shall be binding on all the Owners of the Lot and the Development Provided as follows

(c) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.

(i) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.

(ii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any

Sub-Deed.

- (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under this Deed.
- (v) A resolution may be passed to dismiss the Manager by giving to the Manager not less than 3 calendar months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares in the Lot and the Development or if such resolution purports to require dismissal of the Manager before the expiration of the initial term of 2 years.
- (j) Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares in the Lot and the Development namely :-
 - (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Conditions or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Conditions as aforesaid.
 - (ii) A resolution to rebuild or redevelop the Development or any part or parts thereof otherwise than in accordance with Clause 7.1 of this Deed.
- (k) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 50% of the total number of Undivided Shares in the Lot and the Development shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (m) The Owner of any part of the Development who has failed to pay his due proportion of management expenses as herein contained shall not be allowed to be present in person or by proxy or vote at any meeting.
- (n) No resolution of the meetings of the Owners shall adversely affect the use, operation or maintenance of the Government

Accommodation or any part thereof.

SECTION VII

7. EXTINGUISHMENT OF RIGHTS

7.1 In the event of any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render a substantial part of the same unfit for the purposes for which it was intended, the Manager shall convene a meeting of the Owners in whom the exclusive use, occupation and enjoyment of such part of the Development is vested and such meeting may resolve by a majority of more than 50% of such Owners voting in person or by proxy that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Development then in such event the Undivided Shares in the Lot representing such part of the Development shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held such former Owners. All insurance money received in respect of any policy of insurance on such part of the Development shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of such part of the Development PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Development the Owners of such part of the Development shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Development damaged as aforesaid over and above the money recoverable from the insurance of such part of the Development in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Development and be recoverable as a civil debt.

7.2 The following provisions shall apply to a meeting convened by the Manager as provided in Clause 7.1 hereof :-

- (a) Every such meeting shall be convened by at least 7 days' notice in writing post on the public notice boards of the Development specifying the time and place of the meeting and by depositing such notice in the letter boxes of the Owners;
- (b) No business shall be transacted at any meeting unless a quorum is present. A quorum shall consist of the Owners present in person or by proxy in whom not less than 30% of the total number of Undivided Shares in the part of the Development in question are vested;
- (c) If within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum;
- (d) The Manager shall be the chairman of the meeting;

- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the pan of the Development vested in him and in the case of Owners who together are entitled to one such Undivided Share such Owners shall jointly have one vote for each such Undivided Share and in case of dispute the first named of such Owners shall have the right to vote;
- (g) In case of equality of votes the chairman shall have a second or casting vote;
- (h) Votes may be given either personally or by proxy;
- (i) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- (j) A resolution passed at a duly convened meeting by a 50% majority of the Owners present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Development PROVIDED as follows :-
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed or any relevant Sub-Deed;
- (k) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 50% of the Undivided Shares allocated to the part of the Development in question shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;
- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION VIII

8. MISCELLANEOUS PROVISIONS

- 8.1 Each Owner shall on ceasing to be the Owner of any Undivided Share and the part of the Development held and enjoyed therewith notify the Manager or (in the event where there is no Manager) the Owners' Committee of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such

sums and for the observance and performance of such terms and conditions up to the date of such cessation.

8.2 Subject to Clause 8.1 above no person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share and the part of the Development held and enjoyed therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.

8.3 There shall be public notice boards at such places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Development Rules from time to time in force and all notices which under this Deed are required 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 7 consecutive days ___ be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

8.4 Each Owner who is not a resident in the Development shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed and any relevant Sub-Deed. In the event that the Owner shall fail to provide the Manager with such an address in Hong Kong, then the Manager may treat the address of the part of the Development of which such Owner is the Owner thereof as the address for service of notices.

8.5 Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party (other than the Owner of the Government Accommodation) to whom the notices or demands are given and sent by prepaid post to or left at the part of the Development or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, ___n individual, at his last known residence. Notwithstanding any provision to the contrary herein contained, all notices or demands required to be given to the Owner of the Government Accommodation or to the F.S.I. shall be properly served if sent by prepaid post addressed to or if by hand left at or delivered to "The Financial Secretary Incorporated care of the Government Property Agency, 31st Floor, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong" or such other person or address as the F.S.I. may notify the Manager in writing. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at or delivered to the management office of the Development or such other address as may be notified by the Manager from time to time.

8.6 The First Owner shall provide a direct translation or summary in Chinese of this Deed within 2 months from the signing hereof and shall ensure that it is available for inspection at the management office and the taking of copies by the Owners upon request on payment of reasonable copying charges. In the event of any dispute as to the effect of the Chinese translation and the English version of this Deed, the English version shall prevail.

8.7 The First Owner shall prepare or cause to be prepared a set of plans showing the Common Areas and Facilities and any subsequent amendments thereto. Such plans shall be kept at the management office and may be inspected by the Owners free of charge PROVIDED THAT the Manager shall provide free of cost a set of such plans and any subsequent amendment thereto to the Owner of the Government Accommodation upon request by the Owner of the Government Accommodation.

8.8 Where any Undivided Share has been assigned or charged by way of mortgage, the voting rights conferred on the Owner of such Undivided Share by the provision of this Deed shall subject to the provisions' of the mortgage, be exercisable only by the mortgagor unless the mortgagee is in possession of such Undivided Share and has duly served written notice of such fact on the Manager PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable for the payment of all the management fee, expenses and contributions payable in respect of the relevant part of the Development under this Deed including any arrears thereof.

8.9 In consideration of the Agent having entered into this Deed in its capacity as agent of the Secured Creditors under the Building Mortgage, the First Owner hereby jointly and severally covenant with the Agent and the Secured Creditors and each of them severally that the First Owner shall fully observe and perform all the covenants herein contained and to be observed and performed by the First Owner and the Agent while any share or interest in any part of the Lot and the Development is subject to the Building Mortgage and shall keep the Agent and the Secured Creditors and each of them fully and effectually indemnified against the non-observance and non-performance of any of the said covenants and the non-payment of the sums payable hereunder.

8.10 Notwithstanding anything herein contained, until such time as the Agent and/or the Secured Creditors enter into possession of the Lot and the Development or exercise the power of sale conferred on the Agent as agent of the Secured Creditors under the Building Mortgage, the covenants and obligations in this Deed contained and the liability for making any payment under this Deed and the other burden and restrictions herein imposed shall not be binding upon the Agent and/or the Secured Creditors and/or any of them and no liability for any payment under this Deed shall be binding on the Agent and/or the Secured Creditors and/or any of them in respect of any sums accrued prior to the Agent and/or the Secured Creditors entering into possession or exercising the power of sale.

8.11 The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the part of the Development and to the Undivided Share or Shares held therewith.

8.12 No provisions contained in this Deed shall prejudice in any way the operation of the Building Management Ordinance (Cap.344) and any amendment or amendments thereof or any substitutions thereof and to the extent that any provisions contained herein shall be in conflict with the Building Management Ordinance (Cap.344), the Building Management Ordinance (Cap.344) shall prevail. If any Owners' Incorporation is formed under the provisions of the Building Management Ordinance (Cap.344), the Owners' Incorporation shall be vested with all

the rights, powers, duties and obligations for the control, management and administration of the Lot and the Development conferred by this Deed or any Sub-Deed on the Manager and subject to any provisions herein in extension or modification thereof. The provisions contained in the Second Schedule of the Building Management Ordinance (Cap.344) shall apply to the management committee of the Owners' Incorporation following incorporation of the Owners thereunder which shall take the place of the Owners' Committee formed under this Deed and the provisions contained in the Third Schedule of the Building Management Ordinance (Cap.344) shall apply to all general meetings of the Owners' Incorporation which shall take the place of the Owners' meetings under this Deed.

8.13 The First Owner shall upon execution of this Deed assign the whole of the Undivided Shares in the Common areas and Facilities (but not a part thereof) to the Manager free of cost to be held on trust for all the Owners and for the general amenity of the Owners and other occupants of the Development Subject to the Conditions and to this Deed.

8.14 The Owners shall at their own expense maintain and carry out all works in respect of any Slopes and Retaining Walls as required by the Conditions and in accordance with the "Gogul 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and a plan of such Slopes and Retaining Walls is annexed hereto and coloured green cross-hatched black, green hatched black, red and red hatched-black for identification purposes. The Manager (which for the purpose of this Clause shall include the Owners' Committee or Owners' incorporation) is hereby given full authority by the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition any of such Slopes and Retaining Walls in compliance with the Conditions and in particular in accordance with all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures. All Owners shall pay to the Manager all costs lawfully incurred or to be incurred by it in carrying out such maintenance and repair. The Manager shall not be personally liable for carrying out any such requirements of the Conditions which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.

8.15 The rights reserved to the First Owner and the powers and duties of the Manager under this Deed shall be subject to the rights and privileges of F.S.I. provided in this Deed and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to F.S.I. in this Deed and the Conditions.

8.16 Any consent that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.

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

THE FIRST SCHEDULE ABOVE REFERRED TO
Allocation of Undivided Shares

(A) Residential Accommodation: -

Tower 1:

<u>Floor</u>	<u>Flat</u>	<u>Undivided Shares</u>
11/F	A	167
11/F	B	144
11/F	C	144
11/F	D	167
11/F	E	265
11/F	F	230
11/F	G	230
11/F	H	265
12/F	A	167
12/F	B	144
12/F	C	144
12/F	D	167
12/F	E	265
12/F	F	230
12/F	G	230
12/F	H	265
13/F	A	167
13/F	B	144
13/F	C	144
13/F	D	167
13/F	E	265
13/F	F	230
13/F	G	230
13/F	H	265
15/F	A	167
15/F	B	144
15/F	C	144
15/F	D	167
15/F	E	265
15/F	F	230
15/F	G	230
15/F	H	265
16/F	A	167
16/F	B	144
16/F	C	144
16/F	D	167
16/F	E	265

16/F	F	230
16/F	G	230
16/F	H	265
17/F	A	167
17/F	B	144
17/F	C	144
17/F	D	167
17/F	E	265
17/F	F	230
17/F	G	230
17/F	H	265
18/F	A	167
18/F	B	144
18/F	C	144
18/F	D	167
18/F	E	265
18/F	F	230
18/F	G	230
18/F	H	265
19/F	A	167
19/F	B	144
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19/F	E	265
19/F	F	230
19/F	G	230
19/F	H	265
20/F	A	167
20/F	B	144
20/F	C	144
20/F	D	167
20/F	E	265
20/F	F	230
20/F	G	230
20/F	H	265
21/F	A	167
21/F	B	144
21/F	C	144
21/F	D	167
21/F	E	265
21/F	F	230
21/F	G	230
21/F	H	265
22/F	A	167
22/F	B	144
22/F	C	144
22/F	D	167
22/F	E	265

22/F	F	230
22/F	G	230
22/F	H	265
23/F	A	167
23/F	B	144
23/F	C	144
23/F	D	167
23/F	H	265
23/F	F	230
23/F	G	230
23/F	H	265
25/F	A	167
25/F	B	144
25/F	C	144
25/F	D	167
25/F	E	265
25/F	F	230
25/F	G	230
25/F	H	265
26/F	A	167
26/F	B	144
26/F	C	144
26/F	D	167
26/F	E	265
26/F	F	230
26/F	G	230
26/F	H	265
27/F	A	167
27/F	B	144
27/F	C	144
27/F	D	167
27/F	E	265
27/F	F	230
27/F	G	230
27/F	H	265
28/F	A	167
28/F	B	144
28/F	C	144
28/F	D	167
28/F	E	265
28/F	F	230
28/F	G	230
28/F	H	265
29/F	A	167
29/F	B	144
29/F	C	144
29/F	D	167
29/F	E	265

29/F F 230
29/F G 230
29/F H 265
30/F A 167
30/F B 144
30/F C 144
30/F D 167
30/F E 265
30/F F 230
30/F G 230
30/F H 265
31/F A 167
31/F B 144
31/F C 144
31/F D 167
31/F E 269
31/F F 234
31/F G 234
31/F H 269
32/F A 167
32/F B 144
32/F C 144
32/F D 167
32/F E 269
32/F F 234
32/F G 234
32/F H 269
33/F A 167
33/F B 144
33/F C 144
33/F D 167
33/F E 269
33/F F 234
33/F G 234
33/F H 269
35/F A 167
35/F B 144
35/F C 144
35/F D 167
35/F E 269
35/F F 234
35/F G 234
35/F H 269
36/F A 167
36/F B 144
36/F C 144
36/F D 167
36/F E 269

36/F	F	234
36/F	G	234
36/F	H	269
37/F	A	167
37/F	B	144
37/F	C	144
37/F	D	167
37/F	E	269
37/F	F	234
37/F	G	234
37/F	H	269
38/F	A	167
38/F	B	144
38/F	C	144
3S/F	D	167
38/F	E	269
38/F	F	234
38/F	G	234
38/F	H	269
39/F	A	167
39/F	B	144
39/F	C	144
39/F	D	167
39/F	E	269
39/F	F	234
39/F	G	234
39/F	H	269
40/F	A	167
40/F	B	144
40/F	C	144
40/F	D	167
40/F	E	269
40/F	F	234
40/F	G	234
40/F	H	269
41/F	A	167
41/F	B	144
41/F	C	144
41/F	D	167
41/F	E	269
41/F	F	234
41/F	G	234
41/F	H	269
42/F	A	167
42/F	B	144
42/F	C	144
42/F	D	167
42/F	E	269

42/F	F	234
42/F	G	234
42/F	H	269
43/F	A	167
43/F	B	144
43/F	C	144
43/F	D	167
43/F	E	269
43/F	F	234
43/F	G	234
43/F	H	269
45/F	A	167
45/F	B	144
45/F	C	144
45/F	D	167
45/F	E	269
45/F	F	234
45/F	G	234
45/F	H	269
46/F	A	167
46/F	B	144
46/F	C	144
46/F	D	167
46/F	E	269
46/F	F	234
46/F	G	234
46/F	H	269
47/F	A	167
47/F	B	144
47/F	C	144
47/F	D	167
47/F	E	269
47/F	F	234
47/F	G	234
47/F	H	269
48/F	A	167
48/F	B	144
48/F	C	144
48/F	D	167
48/F	E	269
48/F	F	234
48/F	G	234
48/F	H	269
49/F	A	167
49/F	B	144
49/F	C	144
49/F	D	167
49/F	E	269

49/F	F	234
49/F	G	234
49/F	H	269
50/F	A	167
50/F	B	144
50/F	C	144
50/F	D	167
50/F	E	269
50/F	F	234
50/F	G	234
50/F	H	269
51/F	A	167
51/F	B	144
51/F	C	144
51/F	D	167
51/F	E	269
51/F	F	234
51/F	G	234
51/F	H	269
52/F	A	167
52/F	B	144
52/F	C	144
52/F	D	167
52/F	E	269
52/F	F	234
52/F	G	234
52/F	H	269
53/F	A	167
53/F	B	144
53/F	C	144
53/F	D	167
53/F	E	269
53/F	F	234
53/F	G	234
53/F	H	269
55/F	A	167
55/F	B	144
55/F	C	144
55/F	D	167
55/F	E	269
55/F	F	234
55/F	G	234
55/F	H	269
56/F	A	167
56/F	B	144
56/F	C	144
56/F	D	167
56/F	E	269

56/F	F	234
56/F	G	234
56/F	H	269
57/F	A	167
57/F	B	144
57/F	C	144
57/F	D	167
57/F	E	269
57/F	F	234
57/F	G	234
57/F	H	269
58/F	A	167
58/F	B	144
58/F	C	144
58/F	D	167
58/F	E	269
58/F	F	234
58/F	G	234
58/F	H	269
59/F	A	167
59/F	B	144
59/F	C	144
59/F	D	167
59/F	E	269
59/F	F	234
59/F	G	234
59/F	H	269
60/F	A	167
60/F	B	144
60/F	C	144
60/F	D	167
60/F	E	269
60/F	F	234
60/F	G	234
60/F	H	269
61/F	A	167
61/F	B	144
61/F	C	144
61/F	D	167
61/F	F	503*
61/F	G	#
		503*
		#

Flat

A

B

C

D

E

F

G

H

A

B

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E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125

E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125

E	125
F'	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140,
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125
E	125
F	140
G	178
H	178
A	125
B	125
C	125
D	125

For Reference

37/F	E	125
37/F	F	140
37/F	G	178
37/F	H	178
38/F	A	125
38/F	B	125
38/F	C	125
38/F	D	125
38/F	E	125
38/F	F	140
38/F	G	178
38/F	H	178
39/F	A	125
39/F	B	125
39/F	C	125
39/F	D	125
39/F	E	125
39/F	F	140
39/F	G	178
39/F	H	178
40/F	A	125
40/F	B	125
40/F	C	125
40/F	D	125
40/F	E	125
40/F	F	140
40/F	G	178
40/F	H	178
41/F	A	125
41/F	B	125
41/F	C	125
41/F	D	125
41/F	E	125
41/F	F	140
41/F	G	178
41/F	H	178
42/F	A	125
42/F	B	125
42/F	C	125
42/F	D	125
42/F	E	125
42/F	F	140
42/F	G	178
42/F	H	178
43/F	A	125
43/F	B	125
43/F	C	125
43/F	D	125

For Reference

43/F	E	125
43/F	F	140
43/F	G	178
43/F	H	178
45/F	A	125
45/F	B	125
45/F	C	125
45/F	D	125
45/F	E	125
45/F	F	140
45/F	G	178
45/F	H	178
46/F	A	125
46/F	B	125
46/F	C	125
46/F	D	125
46/F	E	125
46/F	F	140
46/F	G	178
46/F	H	178
47/F	A	125
47/F	B	125
47/F	C	125
47/F	D	125
47/F	E	125
47/F	F	140
47/F	G	178
47/F	H	178
48/F	A	125
48/F	B	125
48/F	C	125
48/F	D	125
48/F	E	125
48/F	F	140
48/F	G	178
48/F	H	178
49/F	A	125
49/F	B	125
49/F	C	125
49/F	D	125
49/F	E	125
49/F	F	140
49/F	G	178
49/F	H	178
50/F	A	125
50/F	B	125
50/F	C	125
50/F	D	125

50/F	E	125
50/F	F	140
50/F	G	178
50/F	H	178
51/F	A	125
51/F	B	125
51/F	C	125
51/F	D	125
51/F	E	125
51/F	F	140
51/F	G	178
51/F	H	178
52/F	A	125
52/F	B	125
52/F	C	125
52/F	D	125
52/F	E	125
52/F	F	140
52/F	G	178
52/F	H	178
53/F	A	125
53/F	B	125
53/F	C	125
53/F	D	125
53/F	E	125
53/F	F	140
53/F	G	178
53/F	H	178
55/F	A	125
55/F	B	125
55/F	C	125
55/F	D	125
55/F	E	125
55/F	F	140
55/F	G	178
55/F	H	178
56/F	A	125
56/F	B	125
56/F	C	125
56/F	D	125
56/F	E	125
56/F	F	140
56/F	G	178
56/F	H	178
57/F	A	125
57/F	B	125
57/F	C	125
57/F	D	125

For Reference

57/F	E	125
57/F	F	140
57/F	G	178
57/F	H	178
58/F	A	125
58/F	B	125
58/F	C	125
58/F	D	125
58/F	E	125
58/F	F	140
58/F	G	178
58/F	H	178
59/F	A	125
59/F	B	125
59/F	C	125
59/F	D	125
59/F	E	125
59/F	F	140
59/F	G	178
59/F	H	178
60/F	A	125
60/F	B	125
60/F	C	125
60/F	D	125
60/F	E	125
60/F	F	140
60/F	G	178
60/F	H	178
61/F	A	125
61/F	B	125
61/F	C	125
61/F	D	125
61/F	E	125
61/F	F	140
61/F	G	178
61/F	H	178
62/F	A	125
62/F	B	125
62/F	C	125
62/F	D	125
62/F	E	125
62/F	F	140
62/F	G	178
62/F	H	178

Tower 3:

<u>Floor</u>	<u>Flat</u>	<u>Undivided Shares</u>
11/F	A	140
11/F	B	125
11/F	C	125
11/F	D	125
11/F	E	178
11/F	F	178
11/F	G	140
11/F	H	125
12/F	A	140
12/F	B	125
12/F	C	125
12/F	D	125
12/F	E	178
12/F	F	178
12/F	G	140
12/F	H	125
13/F	A	140
13/F	B	125
13/F	C	125
13/F	D	125
13/F	E	178
13/F	F	178
13/F	G	140
13/F	H	125
15/F	A	140
15/F	B	125
15/F	C	125
15/F	D	125
15/F	E	178
15/F	F	178
15/F	G	140
15/F	H	125
16/F	A	140
16/F	B	125
16/F	C	125
16/F	D	125
16/F	E	178
16/F	F	178
16/F	G	140
16/F	H	125
17/F	A	140
17/F	B	125
17/F	C	125
17/F	D	125

For Reference

17/F	E	178
17/F	F	178
17/F	G	140
17/F	H	125
18/F	A	140
18/F	B	125
18/F	C	125
18/F	D	125
18/F	E	178
18/F	F	178
18/F	G	140
18/F	H	125
19/F	A	140
19/F	B	125
19/F	C	125
19/F	D	125
19/F	E	178
19/F	F	178
19/F	G	140
19/F	H	125
20/F	A	140
20/F	B	125
20/F	C	125
20/F	D	125
20/F	E	178
20/F	F	178
20/F	G	140
20/F	H	125
21/F	A	140
21/F	B	125
21/F	C	125
21/F	D	125
21/F	E	178
21/F	F	178
21/F	G	140
21/F	H	125
22/F	A	140
22/F	B	125
22/F	C	125
22/F	D	125
22/F	E	178
22/F	F	178
22/F	G	140
22/F	H	125
23/F	A	140
23/F	B	125
23/F	C	125
23/F	D	125

23/F	E	178
23/F	F	178
23/F	G	140
23/F	H	125
25/F	A	140
25/F	B	125
25/F	C	125
25/F	D	125
25/F	E	178
25/F	F	178
25/F	G	140
25/F	H	125
26/F	A	140
26/F	B	125
26/F	C	125
26/F	D	125
26/F	E	178
26/F	F	178
26/F	G	140
26/F	H	125
27/F	A	140
27/F	B	125
27/F	C	125
27/F	D	125
27/F	E	178
27/F	F	178
27/F	G	140
27/F	H	125
28/F	A	140
28/F	B	125
28/F	C	125
28/F	D	125
28/F	E	178
28/F	F	178
28/F	G	140
28/F	H	125
29/F	A	140
29/F	B	125
29/F	C	125
29/F	D	125
29/F	E	178
29/F	F	178
29/F	G	140
29/F	H	125
30/F	A	140
30/F	B	125
30/F	C	125
30/F	D	125

For Reference

30/F	E	178
30/F	F	178
30/F	G	140
30/F	H	125
31/F	A	140
31/F	B	125
31/F	C	125
31/F	D	125
31/F	E	178
31/F	F	178
31/F	G	140
31/F	H	125
32/F	A	140
32/F	B	125
32/F	C	125
32/F	D	125
32/F	E	178
32/F	F	178
32/F	G	140
32/F	H	125
33/F	A	140
33/F	B	125
33/F	C	125
33/F	D	125
33/F	E	178
33/F	F	178
33/F	G	140
33/F	H	125
35/F	A	140
35/F	B	125
35/F	C	125
35/F	D	125
35/F	E	178
35/F	F	178
35/F	G	140
35/F	H	125
36/F	A	140
36/F	B	125
36/F	C	125
36/F	D	125
36/F	E	178
36/F	F	178
36/F	G	140
36/F	H	125
37/F	A	140
37/F	B	125
37/F	C	125
37/F	D	125

37/F	E	178
37/F	F	178
37/F	G	140
37/F	H	125
38/F	A	140
38/F	B	125
38/F	C	125
38/F	D	125
38/F	E	178
38/F	F	178
38/F	G	140
38/F	H	125
39/F	A	140
39/F	B	125
39/F	C	125
39/F	D	125
39/F	E	178
39/F	F	178
39/F	G	140
39/F	H	125
40/F	A	140
40/F	B	125
40/F	C	125
40/F	D	125
40/F	E	178
40/F	F	178
40/F	G	140
40/F	H	125
41/F	A	140
41/F	B	125
41/F	C	125
41/F	D	125
41/F	E	178
41/F	F	178
41/F	G	140
41/F	H	125
42/F	A	140
42/F	B	125
42/F	C	125
42/F	D	125
42/F	E	178
42/F	F	178
42/F	G	140
42/F	H	125
43/F	A	140
43/F	B	125
43/F	C	125
43/F	D	125

For Reference

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43/F	E	178
43/F	F	178
43/F	G	140
43/F	H	125
45/F	A	140
45/F	B	125
45/F	C	125
45/F	D	125
45/F	E	178
45/F	F	178
45/F	G	140
45/F	H	125
46/F	A	140
46/F	B	125
46/F	C	125
46/F	D	125
46/F	E	178
46/F	F	178
46/F	G	140
46/F	H	125
47/F	A	140
47/F	B	125
47/F	C	125
47/F	D	125
47/F	E	178
47/F	F	178
47/F	G	140
47/F	H	125
48/F	A	140
48/F	B	125
48/F	C	125
48/F	D	125
48/F	E	178
48/F	F	178
48/F	G	140
48/F	H	125
49/F	A	140
49/F	B	125
49/F	C	125
49/F	D	125
49/F	E	178
49/F	F	178
49/F	G	140
49/F	H	125
50/F	A	140
50/F	B	125
50/F	C	125
50/F	D	125

50/F	E	178
50/F	F	178
50/F	G	140
50/F	H	125
51/F	A	140
51/F	B	125
51/F	C	125
51/F	D	125
51/F	E	178
51/F	F	178
51/F	G	140
51/F	H	125
52/F	A	140
52/F	B	125
52/F	C	125
52/F	D	125
52/F	E	178
52/F	F	178
52/F	G	140
52/F	H	125
53/F	A	140
53/F	B	125
53/F	C	125
53/F	D	125
53/F	E	178
53/F	F	178
53/F	G	140
53/F	H	125
55/F	A	140
55/F	B	125
55/F	C	125
55/F	D	125
55/F	E	178
55/F	F	178
55/F	G	140
55/F	H	125
56/F	A	140
56/F	B	125
56/F	C	125
56/F	D	125
56/F	E	178
56/F	F	178
56/F	G	140
56/F	H	125
57/F	A	140
57/F	B	125
57/F	C	125
57/F	D	125

For Reference

57/F	E	178
57/F	F	178
57/F	G	140
57/F	H	125
58/F	A	140
58/F	B	125
58/F	C	125
58/F	D	125
58/F	E	178
58/F	F	178
58/F	G	140
58/F	H	125
59/F	A	140
59/F	B	125
59/F	C	125
59/F	D	125
59/F	E	178
59/F	F	178
59/F	G	265*

49,984

Tower 5:

<u>Floor</u>	<u>Flat</u>	<u>Undivided Shares</u>
11/F	A	207
11/F	B	205
11/F	C	196
11/F	D	207
11/F	E	207
11/F	F	205
11/F	G	202
11/F	H	203
12/F	A	207
12/F	B	205
12/F	C	196
12/F	D	207
12/F	E	207
12/F	F	205
12/F	G	202
12/F	H	203
13/F	A	207
13/F	B	205
13/F	C	196
13/F	D	207
13/F	E	207

13/F	F	205
13/F	G	202
13/F	H	203
15/F	A	207
15/F	B	205
15/F	C	196
15/F	D	207
15/F	E	207
15/F	F	205
15/F	G	202
15/F	H	203
16/F	A	207
16/F	B	205
16/F	C	196
16/F	D	207
16/F	E	207
16/F	F	205
16/F	G	202
16/F	H	203
17/F	A	207
17/F	B	205
17/F	C	196
17/F	D	207
17/F	E	207
17/F	F	205
17/F	G	202
17/F	H	203
18/F	A	207
18/F	B	205
18/F	C	196
18/F	D	207
18/F	E	207
18/F	F	205
18/F	G	202
18/F	H	203
19/F	A	207
19/F	B	205
19/F	C	196
19/F	D	207
19/F	E	207
19/F	F	205
19/F	G	202
19/F	H	203
20/F	A	207
20/F	B	205
20/F	C	196
20/F	D	207
20/F	E	207

For Reference

20/F	F	205
20/F	G	202
20/F	H	203
21/F	A	207
21/F	B	205
21/F	C	196
21/F	D	207
21/F	E	207
21/F	F	205
21/F	G	202
21/F	H	203
22/F	A	207
22/F	B	205
22/F	C	196
22/F	D	207
22/F	E	207
22/F	F	205
22/F	G	202
22/F	H	203
23/F	A	207
23/F	B	205
23/F	C	196
23/F	D	207
23/F	E	207
23/F	F	205
23/F	G	202
23/F	H	203
25/F	A	207
25/F	B	205
25/F	C	196
25/F	D	207
25/F	E	207
25/F	F	205
25/F	G	202
25/F	H	203
26/F	A	207
26/F	B	205
26/F	C	196
26/F	D	207
26/F	E	207
26/F	F	205
26/F	G	202
26/F	H	203
27/F	A	207
27/F	B	205
27/F	C	196
27/F	D	207
27/F	E	207

27/F	F	205
27/F	G	202
27/F	H	203
28/F	A	207
28/F	B	205
28/F	C	196
28/F	D	207
28/F	E	207
28/F	F	205
28/F	G	202
28/F	H	203
29/F	A	207
29/F	B	205
29/F	C	196
29/F	D	207
29/F	E	207
29/F	F	205
29/F	G	202
29/F	H	203
30/F	A	207
30/F	B	205
30/F	C	196
30/F	D	207
30/F	E	207
30/F	F	205
30/F	G	202
30/F	H	203
31/F	A	207
31/F	B	205
31/F	C	196
31/F	D	207
31/F	E	207
31/F	F	205
31/F	G	205
31/F	H	207
32/F	A	207
32/F	B	205
32/F	C	196
32/F	D	207
32/F	E	207
32/F	F	205
32/F	G	205
32/F	H	207
33/F	A	207
33/F	B	205
33/F	C	196
33/F	D	207
33/F	E	207

33/F	F	205
33/F	G	205
33/F	H	207
35/F	A	207
35/F	B	205
35/F	C	196
35/F	D	207
35/F	E	207
35/F	F	205
35/F	G	205
35/F	H	207
36/F	A	207
36/F	B	205
36/F	C	196
36/F	D	207
36/F	E	207
36/F	F	205
36/F	G	205
36/F	H	207
37/F	A	207
37/F	B	205
37/F	C	196
37/F	D	207
37/F	E	207
37/F	F	205
37/F	G	205
37/F	H	207
38/F	A	207
38/F	B	205
38/F	C	196
38/F	D	207
38/F	E	207
38/F	F	205
38/F	G	205
38/F	H	207
39/F	A	207
39/F	B	205
39/F	C	196
39/F	D	207
39/F	E	207
39/F	F	205
39/F	G	205
39/F	H	207
40/F	A	207
40/F	B	205
40/F	C	196
40/F	D	207
40/F	E	207

40/F	F	205
40/F	G	205
40/F	H	207
41/F	A	207
41/F	B	205
41/F	C	196
41/F	D	207
41/F	E	207
41/F	F	205
41/F	G	205
41/F	H	207
42/F	A	207
42/F	B	205
42/F	C	196
42/F	D	207
42/F	E	207
42/F	F	205
42/F	G	205
42/F	H	207
43/F	A	207
43/F	B	205
43/F	C	196
43/F	D	207
43/F	E	207
43/F	F	205
43/F	G	205
43/F	H	207
45/F	A	207
45/F	B	205
45/F	C	196
45/F	D	207
45/F	E	207
45/F	F	205
45/F	G	205
45/F	H	207
46/F	A	207
46/F	B	205
46/F	C	196
46/F	D	207
46/F	E	207
46/F	F	205
46/F	G	205
46/F	H	207
47/F	A	207
47/F	B	205
47/F	C	196
47/F	D	207
47/F	E	207

47/F	F	205
47/F	G	205
47/F	H	207
48/F	A	207
48/F	B	205
48/F	C	196
48/F	D	207
48/F	E	207
48/F	F	205
48/F	G	205
48/F	H	207
49/F	A	207
49/F	B	205
49/F	C	196
49/F	D	207
49/F	E	207
49/F	F	205
49/F	G	205
49/F	H	207
50/F	A	207
50/F	B	205
50/F	C	196
50/F	D	207
50/F	E	207
50/F	F	205
50/F	G	205
50/F	H	207
51/F	A	207
51/F	B	205
51/F	C	196
51/F	D	207
51/F	E	207
51/F	F	205
51/F	G	205
51/F	H	207
52/F	A	207
52/F	B	205
52/F	C	196
52/F	D	207
52/F	E	207
52/F	F	205
52/F	G	205
52/F	H	207
53/F	A	207
53/F	B	205
53/F	C	196
53/F	D	207
53/F	E	207

53/F	F	205
53/F	G	205
53/F	H	207
55/F	A	207
55/F	B	205
55/F	C	196
55/F	D	207
55/F	E	207
55/F	F	205
55/F	G	205
55/F	H	207
56/F	A	207
56/F	B	205
56/F	C	196
56/F	D	207
56/F	E	207
56/F	F	205
56/F	G	205
56/F	H	207
57/F	A	207
57/F	B	205
57/F	C	196
57/F	D	207
57/F	E	207
57/F	F	205
57/F	G	205
57/F	H	207
58/F	A	207
58/F	B	205
58/F	C	196
58/F	D	207
58/F	E	207
58/F	F	205
58/F	G	205
58/F	H	207
59/F	A	207
59/F	B	205
59/F	C	196
59/F	D	207
59/F	E	207
59/F	F	205
59/F	G	205
59/F	H	207
60/F	A	207
60/F	B	205
60/F	C	196
60/F	D	207
60/F	E	207

60/F	F	205
60/F	G	205
60/F	H	207
61/F	A	207
61/F	B	205
61/F	C	196
61/F	D	207
61/F	E	207
61/F	F	205
61/F	G	205
61/F	H	207
62/F	A	207
62/F	B	205
62/F	C	196
62/F	D	207
62/F	E	207
62/F	F	205
62/F	G	205
62/F	H	207
63/F	A	207
63/F	B	205
63/F	C	196
63/F	D	207
63/F	E	207
63/F	F	205
63/F	G	205
63/F	H	207

78,546

Tower 6:

<u>Floor</u>	<u>Flat</u>	<u>Undivided Shares</u>
11/F	A	170
11/F	B	144
11/F	C	144
11/F	D	170
11/F	E	227
11/F	F	232
11/F	G	205
11/F	H	209
12/F	A	170
12/F	B	144
12/F	C	144
12/F	D	170
12/F	E	227

12/F	F	232
12/F	G	205
12/F	H	209
13/F	A	170
13/F	B	144
13/F	C	144
13/F	D	170
13/F	E	227
13/F	F	232
13/F	G	205
13/F	H	209
15/F	A	170
15/F	B	144
15/F	C	144
15/F	D	170
15/F	E	227
15/F	F	232
15/F	G	205
15/F	H	209
16/F	A	170
16/F	B	144
16/F	C	144
16/F	D	170
16/F	E	227
16/F	F	232
16/F	G	205
16/F	H	209
17/F	A	170
17/F	B	144
17/F	C	144
17/F	D	170
17/F	E	227
17/F	F	232
17/F	G	205
17/F	H	209
18/F	A	170
18/F	B	144
18/F	C	144
18/F	D	170
18/F	E	227
18/F	F	232
18/F	G	205
18/F	H	209
19/F	A	170
19/F	B	144
19/F	C	144
19/F	D	170
19/F	E	227

19/F	F	232
19/F	G	205
19/F	H	209
20/F	A	170
20/F	B	144
20/F	C	144
20/F	D	170
20/F	E	227
20/F	F	232
20/F	G	205
20/F	H	209
21/F	A	170
21/F	B	144
21/F	C	144
21/F	D	170
21/F	E	227
21/F	F	232
21/F	G	205
21/F	H	209
22/F	A	170
22/F	B	144
22/F	C	144
22/F	D	170
22/F	E	227
22/F	F	232
22/F	G	205
22/F	H	209
23/F	A	170
23/F	B	144
23/F	C	144
23/F	D	170
23/F	E	227
23/F	F	232
23/F	G	205
23/F	H	209
25/F	A	170
25/F	B	144
25/F	C	144
25/F	D	170
25/F	E	227
25/F	F	232
25/F	G	205
25/F	H	209
26/F	A	170
26/F	B	144
26/F	C	144
26/F	D	170
26/F	E	227

26/F	F	232
26/F	G	205
26/F	H	209
27/F	A	170
27/F	B	144
27/F	C	144
27/F	D	170
27/F	E	227
27/F	F	232
27/F	G	205
27/F	H	209
28/F	A	170
28/F	B	144
28/F	C	144
28/F	D	170
28/F	E	227
28/F	F	232
28/F	G	205
28/F	H	209
29/F	A	170
29/F	B	144
29/F	C	144
29/F	D	170
29/F	E	227
29/F	F	232
29/F	G	205
29/F	H	209
30/F	A	170
30/F	B	144
30/F	C	144
30/F	D	170
30/F	E	227
30/F	F	232
30/F	G	205
30/F	H	209
31/F	A	170
31/F	B	144
31/F	C	144
31/F	D	170
31/F	E	231
31/F	F	235
31/F	G	209
31/F	H	212
32/F	A	170
32/F	B	144
32/F	C	144
32/F	D	170
32/F	E	231

For Reference

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32/F	F	235
32/F	G	209
32/F	H	212
33/F	A	170
33/F	B	144
33/F	C	144
33/F	D	170
33/F	E	231
33/F	F	235
33/F	G	209
33/F	H	212
35/F	A	170
35/F	B	144
35/F	C	144
35/F	D	170
35/F	E	231
35/F	F	235
35/F	G	209
35/F	H	212
36/F	A	170
36/F	B	144
36/F	C	144
36/F	D	170
36/F	E	231
36/F	F	235
36/F	G	209
36/F	H	212
37/F	A	170
37/F	B	144
37/F	C	144
37/F	D	170
37/F	E	231
37/F	F	235
37/F	G	209
37/F	H	212
38/F	A	170
38/F	B	144
38/F	C	144
38/F	D	170
38/F	E	231
38/F	F	235
38/F	G	209
38/F	H	212
39/F	A	170
39/F	B	144
39/F	C	144
39/F	D	170
39/F	E	231

39/F	F	235
39/F	G	209
39/F	H	212
40/F	A	170
40/F	B	144
40/F	C	144
40/F	D	170
40/F	E	231
40/F	F	235
40/F	G	209
40/F	H	212
41/F	A	170
41/F	B	144
41/F	C	144
41/F	D	170
41/F	E	231
41/F	F	235
41/F	G	209
41/F	H	212
42/F	A	170
42/F	B	144
42/F	C	144
42/F	D	170
42/F	E	231
42/F	F	235
42/F	G	209
42/F	H	212
43/F	A	170
43/F	B	144
43/F	C	144
43/F	D	170
43/F	E	231
43/F	F	235
43/F	G	209
43/F	H	212
45/F	A	170
45/F	B	144
45/F	C	144
45/F	D	170
45/F	E	231
45/F	F	235
45/F	G	209
45/F	H	212
46/F	A	170
46/F	B	144
46/F	C	144
46/F	D	170
46/F	E	231

For Reference

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46/F	F	235
46/F	G	209
46/F	H	212
47/F	A	170
47/F	B	144
47/F	C	144
47/F	D	170
47/F	E	231
47/F	F	235
47/F	G	209
47/F	H	212
48/F	A	170
48/F	B	144
48/F	C	144
48/F	D	170
48/F	E	231
48/F	F	235
48/F	G	209
48/F	H	212
49/F	A	170
49/F	B	144
49/F	C	144
49/F	D	170
49/F	E	231
49/F	F	235
49/F	G	209
49/F	H	212
50/F	A	170
50/F	B	144
50/F	C	144
50/F	D	170
50/F	E	231
50/F	F	235
50/F	G	209
50/F	H	212
51/F	A	170
51/F	B	144
51/F	C	144
51/F	D	170
51/F	E	231
51/F	F	235
51/F	G	209
51/F	H	212
52/F	A	170
52/F	B	144
52/F	C	144
52/F	D	170
52/F	E	231

52/F	F	235
52/F	G	209
52/F	H	212
53/F	A	170
53/F	B	144
53/F	C	144
53/F	D	170
53/F	E	231
53/F	F	235
53/F	G	209
53/F	H	212
55/F	A	170
55/F	B	144
55/F	C	144
55/F	D	170
55/F	E	231
55/F	F	235
55/F	G	209
55/F	H	212
56/F	A	170
56/F	B	144
56/F	C	144
56/F	D	170
56/F	E	231
56/F	F	235
56/F	G	209
56/F	H	212
57/F	A	170
57/F	B	144
57/F	C	144
57/F	D	170
57/F	E	231
57/F	F	235
57/F	G	209
57/F	H	212
58/F	A	170
58/F	B	144
58/F	C	144
58/F	D	170
58/F	E	231
58/F	F	235
58/F	G	209
58/F	H	212
59/F	A	170
59/F	B	144
59/F	C	144
59/F	D	170
59/F	E	231

For Reference

- 115 -

59/F	F	235
59/F	G	209
59/F	H	212
60/F	A	170
60/F	B	144
60/F	C	144
60/F	D	170
60/F	E	231
60/F	F	235
60/F	G	209
60/F	H	212
61/F	A	170
61/F	B	144
61/F	C	144
61/F	D	170
61/F	E	231
61/F	F	235
61/F	G	209
61/F	H	212
62/F	A	170
62/F	B	144
62/F	C	144
62/F	D	170
62/F	E	231
62/F	F	235
62/F	G	209
62/F	H	212
63/F	A	170
63/F	B	144
63/F	C	144
63/F	D	170
63/F	E	231
63/F	F	235
63/F	G	209
63/F	H	212

72,468

Tower 8:

<u>Floor</u>	<u>Flat</u>	<u>Undivided Shares</u>
11/F	A	170
11/F	B	143
11/F	C	143
11/F	D	157
11/F	E	212
11/F	F	239

11/F	G	239
11/F	H	212
12/F	A	170
12/F	B	143
12/F	C	143
12/F	D	157
12/F	E	212
12/F	F	239
12/F	G	239
12/F	H	212
13/F	A	170
13/F	B	143
13/F	C	143
13/F	D	157
13/F	E	212
13/F	F	239
13/F	G	239
13/F	H	212
15/F	A	170
15/F	B	143
15/F	C	143
15/F	D	157
15/F	E	212
15/F	F	239
15/F	G	239
15/F	H	212
16/F	A	170
16/F	B	143
16/F	C	143
16/F	D	157
16/F	E	212
16/F	F	239
16/F	G	239
16/F	H	212
17/F	A	170
17/F	B	143
17/F	C	143
17/F	D	157
17/F	E	212
17/F	F	239
17/F	G	239
17/F	H	212
18/F	A	170
18/F	B	143
18/F	C	143
18/F	D	157
18/F	E	212
18/F	F	239

For Reference

18/F	G	239
18/F	H	212
19/F	A	170
19/F	B	143
19/F	C	143
19/F	D	157
19/F	E	212
19/F	F	239
19/F	G	239
19/F	H	212
20/F	A	170
20/F	B	143
20/F	C	143
20/F	D	157
20/F	E	212
20/F	F	239
20/F	G	239
20/F	H	212
21/F	A	170
21/F	B	143
21/F	C	143
21/F	D	157
21/F	E	212
21/F	F	239
21/F	G	239
21/F	H	212
22/F	A	170
22/F	B	143
22/F	C	143
22/F	D	157
22/F	E	212
22/F	F	239
22/F	G	239
22/F	H	212
23/F	A	170
23/F	B	143
23/F	C	143
23/F	D	157
23/F	E	212
23/F	F	239
23/F	G	239
23/F	H	212
25/F	A	170
25/F	B	143
25/F	C	143
25/F	D	157
25/F	E	212
25/F	F	239

25/F	G	239
25/F	H	212
26/F	A	170
26/F	B	143
26/F	C	143
26/F	D	157
26/F	E	212
26/F	F	239
26/F	G	239
26/F	H	212
27/F	A	170
27/F	B	143
27/F	C	143
27/F	D	157
27/F	E	212
27/F	F	239
27/F	G	239
27/F	H	212
28/F	A	170
28/F	B	143
28/F	C	143
28/F	D	157
28/F	E	212
28/F	F	239
28/F	G	239
28/F	H	212
29/F	A	170
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29/F	C	143
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29/F	E	212
29/F	F	239
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29/F	H	212
30/F	A	170
30/F	B	143
30/F	C	143
30/F	D	157
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30/F	G	239
30/F	H	212
31/F	A	170
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32/F	H	215
33/F	A	170
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33/F	E	215
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For Reference

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45/F	H	215
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46/F	H	215
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66,816
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	<u>Undivided Shares</u>
(B) Commercial Accommodation :-	44,254
(C) Kindergarten and Parking Space for Kindergarten	1,745
School Bus Parking Space	72
SUBTOTAL :	<hr/> 1,817
(D) Common Areas and Facilities :-	
(i) Development Common Areas and Facilities	33,609
(ii) Residential Common Areas and Facilities	170,041
(iii) Car Park Common Areas and Facilities	23,980
SUBTOTAL:	<hr/> 227,630
(E) Government Accommodation :-	
(i) Day Nursery	1,092
(ii) Social Centre for the Elderly	500
SUBTOTAL :	<hr/> 1,592
(F) <u>Private Car Parking Areas:-</u> P61 P7	26,784
(G) (i) 321 Mixed Car Parking P44 P5 Spaces of 25 undivided shares each	8,025
(ii) 17 Motor-cycle Parking Spaces of 4 undivided shares each P44 P5	68
SUBTOTAL :	<hr/> 8,093
GRAND TOTAL =	705,271 =====

NOTES ON TOWER AND RESIDENTIAL UNIT NUMBERING

- (1) The tower numbering for the Towers in the Development under this Deed is such that there are no Towers nos.4 and 7.
- (2) The floor numbering for the Towers in the Development under this Deed is such that there are no floors nos.14, 24, 34, 44 and 54.
- (3) Refuge floor is on 37(R)th Floor.
- (4) * means including undivided shares for the flat roof above the unit.
- (5) # means including undivided shares for the terrace of the unit.

THE SECOND SCHEDULE ABOVE REFERRED TO

The rights and privileges conferred as particularized hereunder (subject to and with the benefit of which each Undivided Share is held) shall only come into effect as and when a part or parts of the Development has been issued an Occupation Permit and then only in respect of that part or parts of the Development being issued an Occupation Permit.

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this Schedule referred to as "his premises") shall have the benefit of the following easements, rights and privileges SUBJECT TO the provisions of the Conditions, this Deed, the Sub-Deed (if any), the Deed of Grant of Easement (if any), the Development Rules (which are not applicable to the Government Accommodation), the rights of the Manager and the First Owner as provided in this Deed, the rights and privileges of the F.S.I. (and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to F.S.I. in this Deed and the Conditions) and the payment by the Owner (other than the Owner of the Government Accommodation) of his due proportion of the management contributions and Building Fund contributions and any other payments payable pursuant to this Deed :-

- (a) Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the First Owner herein provided) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right and subject to the right of the general public in respect of the Public Common Areas and Facilities) to go pass or repass over and along and to use and receive the benefit of the Development Common Areas and Facilities;
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid;
- (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and various other services (if any) from and to his premises through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes and wires and other conducting media serving his premises and which now are or may at any time hereafter be laid on, in, under, running or passing through his premises or the Lot or the Development or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid;
- (d) Subject to the rights of the Owner of the Government Accommodation under Clause 4 of the Second Schedule hereto, the right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior notice (except in the case of emergency) to enter upon other parts of the Lot and the Development for the purpose of carrying out any works for the maintenance and repair of his premises (such work 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 possible and forthwith making good any damage caused thereby SUBJECT as aforesaid.

- (e) All other easements, rights and privileges belonging or appertaining to the Lot and the Development or any part thereof.

For the avoidance of doubt, Owners shall have no right to enter upon any part of the Lot or the Development save as expressly herein provided.

2. In addition to the above easements, rights and privileges the Owner of each Undivided Share in the Residential Accommodation shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of the management contributions and Building Fund contributions and any other payments payable pursuant to this Deed (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the Sub-Deed (if any), the Deed of Grant of Easement (if any), the Development Rules, the rights of the Manager and the First Owner as provided in this Deed and the rights and privileges of the F.S.I. and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to the F.S.I. in this Deed and the Conditions) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Common Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services and provided that such persons shall comply with the provisions of this Deed, the Sub-Deed (if any), the Deed of Grant of Easement (if any), the Development Rules and the rules made by the First Owner and/or the Manager in respect thereof and other regulations (if any) from time to time in force in respect of the same and in particular shall not object to or interfere with the class of persons that may be granted the like right.

3. In addition to the above easements, rights and privileges the Owner of each Undivided Share in the Mixed Car Parking Spaces shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of the management contributions and Building Fund contributions and any other payments payable pursuant to this Deed (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the Sub-Deed (if any), the Deed of Grant of Easement (if any), the Development Rules, the rights of the Manager and the First Owner as provided in this Deed and the rights and privileges of the F.S.I. and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to the F.S.I. in this Deed and the Conditions) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Car Park Common Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services and provided that such persons shall comply with the provisions of this Deed, the Sub-Deed (if any), the Deed of Grant of Easement (if any), the Development Rules and the rules made by the First Owner and/or the Manager in respect thereof and other regulations (if any) from time to time in force in respect of the same and in particular shall not object to or interfere with the class of persons that may be granted the like right.

4. In addition to the above easements, rights and privileges and notwithstanding any provision or covenant to the contrary contained in this Deed, F.S.I., its lessees, tenants, licensees, agents, contractors, persons authorised by it and owners or occupiers for the time being of the Government Accommodation shall have :-

- (a) The rights and rights of way referred to in Special Condition (38)(a)(iii) (3) of the Conditions;
- (b) 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 at any time at its absolute discretion without any charge by the First Owner or the Manager and without having to obtain the approval or consent of the First Owner or the Manager Provided that proper and adequate care and precaution shall be taken during any such works so as to ensure that no damage is caused to the services and facilities within the Lot and serving all those parts of the Development on the Lot other than the Government Accommodation;
- (c) 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 Lot or any part of the Development for the purposes of extending or carrying out maintenance, repair, addition, installation, alteration and other works to the Government Accommodation or any part thereof and services and facilities serving the Government Accommodation or any part thereof;
- (d) The free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
- (e) The exclusive right to install, erect, affix, 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 the Owner of the Government Accommodation shall deem fit and the right of access over the Lot 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;
- (f) The *right of* access to the lighting conduits, 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;
- (g) 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/ floor slabs and other structural elements of, in, around, within, above and below the Government

Accommodation and the related right of access over the Lot or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material;

- (h) Such other rights privileges and easements as may be deemed necessary or desirable by the Director of Lands.

PROVIDED that the exercise of the easements, rights and privileges herein contained shall not be subject to any permission, approval or consent of the Manager or the First Owner.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. Subject to the rights of the First Owner and the Owner of the Government Accommodation under this Deed no Owner or the Manager shall make any structural alteration to any part of the Development owned by him (including but not limited to the external walls, structure or facade of the Residential Accommodation or any installation or fixture therein) which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Development whether in separate or common occupation (in particular the supply of water, electricity or gas) or interfere with or affect the rights of other Owners nor shall any Owner cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot or the Development not being equipment or apparatus for the exclusive use and benefit of any such Owner.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Conditions or whereby any insurance on the Lot or the Development or any part thereof may become void or voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. No Owner shall without the prior written consent of the First Owner or the Manager at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Development.
4. Subject to the provisions of Clause 2.1 of this Deed, no Owner shall do or permit or suffer to be done by his lessees, tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Lot or the Development at any time in the course of construction and/or the management and the maintenance of the Lot and the Development.
5. No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners and occupiers for the time being of the Lot and the Development and/or any neighbouring premises.
6. No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Conditions, this Deed, any Sub-Deed and any Ordinances and Regulations and Governmental requirements from time to time applicable thereto.
7. Subject to the rights of the First Owner under this Deed no part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any Ordinances or Regulations of the Hong Kong Special Administrative Region or of this Deed or of any Sub-Deed) nor shall any refuse or other matter or thing be placed or left thereon and no Owner

shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Lot and the Development.

8. Subject to the rights of the First Owner under this Deed no Owner (save and except the Owner of the Government Accommodation) shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, fixtures or any other installation within any portion of the terraces or flat roofs or roofs or upper roofs provided in the Development or any part of the Common Areas and Facilities without the prior written approval of the Manager.

9. No clothing or laundry shall be hung on any terraces or flat roofs or roofs or upper roofs or outside the Development or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.

10. No Owner shall construct or install any drainage or other pipeworks outside the external walls of the Development other than as may be approved in writing by the Manager and in spaces specifically provided by the Manager therefor.

11. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Lot and the Development may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected, such Owner shall pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.

12. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the Residential Accommodation other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his part of the Development in good repair and condition.

13. No Owner (save and except F.S.I., its lessees, tenants and licensees) shall use or cause or permit any part of the Development to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.

14. No Owner shall make or cause or permit any disturbing noise in his Residential Unit or do or cause or permit or suffer anything to be done which will interfere with the rights, comforts and convenience of other occupants of the Development.

15. No Owner (save and except the First Owner) of a Residential Unit shall be entitled to connect any installation to the communal television and radio aerial system and the satellite and/or cable television system (if any) installed by the First Owner or the Manager in or for the Development or any part or parts thereof except with the prior written permission of

the Manager and in accordance with any Development Rules relating to the same. No Owner of a Residential Unit shall affix or install his own private aerial outside any part of the Development.

16. Subject to the rights of the First Owner and the Owner of the Government Accommodation under this Deed no external placards, posters, signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever extending outside the exterior of the Residential Accommodation shall be erected, installed or otherwise affixed to or exhibited on or projected from the Residential Accommodation or any part thereof save as otherwise provided in this Deed or except with the prior written approval of the Manager or the First Owner and (if required) the Director of Lands in accordance with the Conditions PROVIDED THAT any signs erected on the external walls of the Government Accommodation shall not be affected.

17. No Owner shall, save as otherwise provided in this Deed, paint the outside of the Residential Accommodation or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Residential Accommodation without the prior consent in writing of the Manager or the First Owner and in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or about or on or at any part of the external wall or terraces or flat roofs or roofs or upper roofs of the Residential Accommodation or any Residential Unit.

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

19. No Owner shall permit the playing of mahjong in any Residential Unit between 11 p.m. and 9 a.m. if any noise so created will be audible from outside the Residential Unit so as to cause disturbance to the Owners or occupiers of any other part of the Development.

20. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Development PROVIDED THAT (i) live poultry, birds or animals with the prior written consent of the Manager may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint by at least 2 Owners or occupiers of any part of the Development, (ii) 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, (iii) dogs, cats, pets, fowls, birds and other animals may be kept in any part of the Commercial Accommodation operating as a pet shop or veterinarian shop or clinic, (iv) there may be kept such livestock, live poultry or animals in such reasonable quantities and of such type as are appropriate in relation to the business of any restaurant operating in the Commercial Accommodation.

21. Not to allow children, save with the licence of the Manager, to play in the Common Areas and Facilities particularly lifts and escalators and any damage to or discolouration to decorations in such areas or lifts or escalators by children shall be paid for by the Owner or occupier of the Residential Unit in which the child or children concerned reside.

22. Not to use water closets and other water apparatus in part of the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be made good by the Owner or occupier at his own expense in whose part of the Development it shall have been caused.

23. Not to allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities and not to use the lifts and escalators of the Development for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager adversely affect the normal functioning of the lifts and escalators.

24. No Owner (save and except the Owner of the Government Accommodation) shall install any furnace, boiler or other plant or equipment or use *my* fuel or energy that might produce smoke except with the prior written consent of the Manager, but in any even no Owner shall install the aforesaid furnace, boiler, plant or equipment or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap.311) or any amendments thereto.

25. Subject to the rights of the Owner of the Government Accommodation under the Conditions, no Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads and/or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner (other than the Owners of the Commercial Accommodation and the Owner of the Government Accommodation who shall have the right to make such extension or alteration as it deems fit to the sprinkler heads and/or smoke detectors and/or fire fighting equipment serving solely the Commercial Accommodation or as the case may be the Government Accommodation) the such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall think fit. In addition, each Owner shall at his own expense throughout the term of the Conditions and to the satisfaction of the Fire Services Department provide and maintain an access for fire appliances and fire personnel to the Lot and the Development to the satisfaction of the Fire Services Department and shall permit an access thereof for such purposes and at such time or times as the Fire Services Department may require.

26. No Owner of a Residential Unit without the prior written consent of the Manager first having been obtained shall lock the doors or entrances of or obstruct the access to any terraces or flat roofs or roofs or upper roofs of his Residential Unit which shall at all times remain open and unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the regulations of the Fire Services Department or other relevant Government regulations at the expense of the Owner in default.

27. Except for the rights of the Owner of the Government Accommodation in accordance with Special Conditions (38) of the Conditions or the provisions hereof, no Owner shall perform installation or repair works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned (save and except the Owner of the Government Accommodation) and in such manner as the Manager shall in its absolute discretion think fit.

28. No Owner or its agents licensees or contractors shall place on any part of the Lot or any part of the floors of any of the Development any vehicle, article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof (as specified on such part) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Lot or the Development or any fixtures and fittings therein Provided that the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Manager exercisable by virtue of such breach.

29. Subject to the rights of the First Owner under this Deed, no Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on or upon the terraces, flat roofs, roofs, upper roofs or balconies forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said terraces, flat roofs, roofs, upper roofs or balconies will be enclosed or partitioned either in whole or in part and where such installations have been approved in writing by the Manager the same shall be erected in accordance with designs approved by the Manager and shall be installed in accordance with the fixing instructions specified by the Manager and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed and shall thereafter be maintained to such standard as may from time to time be laid down by the Manager. The Manager shall have the right to enter and remove from such terraces, flat roofs, roofs, upper roofs or balconies such unauthorised structure or structures at the cost and expense of the defaulting Owner.

30. Every Owner shall promptly pay and discharge all existing and future Government rent, taxes, rates, assessments and outgoings payable in respect of his part of the Development and to indemnify the other Owners from and against all liability thereof (save and except the Owner of the Government Accommodation).

31. Subject to the provisions of this Deed, each Owner shall keep and maintain the part of the Development in respect of which he is entitled to exclusive possession and all wirings and pipings thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Lot and the Development. Subject as aforesaid the expenses of keeping in good and tenable repair and condition the interior of any part of the Development and all the fixtures and fittings and all

plumbings therein or appertaining thereto and all the windows and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.

32. Each Owner shall observe and comply with all Ordinances, Regulations, by-laws and rules for the time being in force in the Hong Kong Special Administrative Region and governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and the protection of the environment. In particular, no Owner shall discharge or permit or suffer to be discharged into any public sewer, storm water drain, channel or stream-course any trade effluent or foul or contaminated water or cooling water without the prior written consent of the Director of Lands or other competent Government authorities.

33. Subject to the rights of the First Owner and the Owner of the Government Accommodation under this Deed, no Owner shall erect or permit or suffer to be erected any radio or television aerial or advertising sign or keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the terraces, flat roofs, roofs, upper roofs, balconies, external walls, corridors, lift lobbies, entrance halls of any part of the Residential Accommodation or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice but after warning has been given to such Owner at the cost of the offending Owner.

34. No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles SAVE AND EXCEPT that the First Owner may use any such Residential Units owned by him as show flats for such period or periods as it shall in its discretion consider appropriate.

35. No partitioning shall be erected or installed which does not leave clear access for fire exits and save with the prior consent in writing of the Manager no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

36. No Owner except the Owner having the exclusive right to occupy the terraces or flat roofs of a Residential Unit shall have the right to use the terraces or flat roofs thereof (except that the other Owners may use such terraces or flat roofs only for escape in the event of fire or emergency). The Owner of the terraces or flat roofs shall ensure that the escape to and through the terraces or flat roofs shall not be in any way impeded or obstructed. No Owner shall without the prior written consent of the Manager and the competent Government authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structure on the flat roof of a Residential Unit or any part thereof and the Manager shall have the right to enter to remove anything erected or placed on such flat roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.

37. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any Residential Unit any metal grille or shutter or gate without the prior written approval of the Manager.

38. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door of such Residential Unit giving the Owner's or occupier's name) without the previous written approval of the Manager and of the Director of Lands (if required under the Conditions). Any such approval may be given subject to such conditions (if any) as the Manager and the Director of Lands may specify and shall be subject to revocation on reasonable notice.

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

40. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.

41. No part of the Commercial Accommodation shall be used otherwise than as in accordance with the Conditions.

42. (a) The Government or F.S.I. shall have the right to alter or vary at any time the use of the Government Accommodation under the Conditions without having to obtain the approval or consent of the First Owner or the Manager.

(b) Notwithstanding anything to the contrary herein contained, the Owner of the Government Accommodation shall be solely responsible for the management and maintenance of the Government Accommodation and all installations apparatus services and facilities whether ducted or otherwise and whether within or outside the Government Accommodation exclusively serving the Government Accommodation.

43. No part of the Development shall be held, used or occupied other than in accordance with the Conditions.

44. The Recreational and Communal Areas and Facilities shall only be used and enjoyed for recreational purposes by the residents of the Residential Units of the Residential Accommodation and their bona fide guests and visitors and subject to the provisions of this Deed, any Sub-Deed, the Development Rules and such rules as may from time to time be laid down by the Manager.

45. All complaints touching or concerning any part of the Lot or the Development shall be made in writing to the Manager.

46. The Owners (save and except the Owner of the Government Accommodation) shall at their own expenses (subject to such sums of contribution (if any) from the Owner of the Government Accommodation pursuant to proviso (iv) of Clause 3.4.2) and in all respects to the satisfaction of the Director of Lands repair, maintain and upkeep the Items referred to in Special Condition (37)(a) of the Conditions and the Owners (save and except the Owner of the

Government Accommodation) shall indemnify and keep indemnified the Government and F.S.I. or its assignees against all liabilities, damages, expenses, claims, costs, demands, charges, actions or proceedings of whatsoever nature arising out of or as a consequence of the failure of the Owners (save and except the Owner of the Government Accommodation) to properly maintain the Items.

47. The Owners (save and except the Owner of the Government Accommodation) shall at their own expense clean, repair, maintain, upkeep, improve and manage the Rights of Way and shall indemnify and keep indemnified the Government and F.S.I. or its assignees against all claims, liabilities, damages, costs, expenses, demands, charges, actions or proceeding of whatsoever nature arising out of or as a consequence of the failure of the Owners (save and except the Owner of the Government Accommodation) to properly maintain the Rights of Way.

48. No Owner shall permit or suffer to be erected, affixed or installed on or at the window or windows of an Residential Unit any window grille or metal grille without the prior written consent of the Manager and where such installations have been approved in writing by the Manager the same shall be erected in accordance with such design, colour and material as shall be specified by the Manager and shall be installed in accordance with the fixing instructions specified by the Manager.

49. The Owners of any Residential Units on the eleventh floors shall allow the Manager at all reasonable times upon prior reasonable notice (except in the case of emergency) with or without workmen and others to enter into and upon their premises for the purposes of repairing, cleansing, inspecting or maintaining the transfer plates on the eleventh floors provided that the Manager shall ensure that the least disturbance is caused and shall at his own expense make good any damage caused by the wilful act or negligence of the Manager's employees, agents or contractors to their premises and reinstate the same causing the least disturbance.

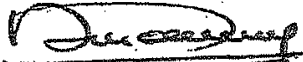
THE FOURTH SCHEDULE ABOVE REFERRED TO

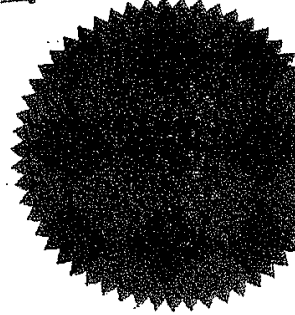
The following are the easements, rights and privileges subject to which the Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this Schedule referred to as "his premises") is held :-

- (a) The full rights and privileges of the Government, F.S.I. or G.P.A. specifically excepted and reserved in the Conditions and this Deed;
- (b) The full right and privilege of the Manager at all reasonable times upon prior reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his premises (save and except the Government Accommodation) for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining the Lot or the Development or any part or parts thereof or *my* of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Lot or the Development or any part or parts thereof as part of the amenities thereof provided that the power to enter into any Residential Unit is restricted for the purpose of effecting necessary repairs and maintenance to the Development or in connection therewith provided further that the Manager shall ensure that the least disturbance is caused and shall at Ms own expense make good any damage caused by the wilful act or negligence of the Manager's employees, agents or contractors to his premises and reinstate the same causing the least disturbance;
- (c) Easements, rights and privileges equivalent to those set forth in Sub-clauses (b), (c), (d) and (e) of Clause 1, and Clause 4 of the Second Schedule and as reserved unto the First Owner, the Manager and the Owner of the Government Accommodation under this Deed;
- (d) The full rights and privileges of the Government and the Mass Transit Railway Corporation and their authorized officers, workmen and other with or without equipment, plant, material or machinery to enter upon the Lot and the Development or any part thereof for the construction of an extension to the Mass Transit Railway and for maintaining or removing any works, structures or apparatus in relation thereto;
- (e) The full rights and privileges of the Director of Lands and his officers, contractors and any other persons authorised by him, of ingress, egress and regress to, from and through the Lot for the purpose of inspecting, checking *and* supervising any works to be carried out under the Conditions.

For Reference

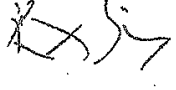
SEALED with the COMMON SEAL of
RANEX INVESTMENTS LIMITED the
First Owner in the presence of and SIGNED
by Chan Wai Lun, Anthony
director(s) thereof in the presence of whose
signature(s) is/are verified by :-

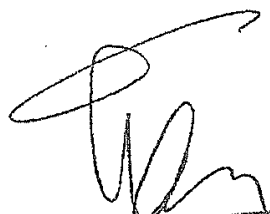
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Elsa Tsz Kwan Lee
Johnson Stokes & Master
Solicitor, Hong Kong SAR

SIGNED SEALED and DELIVERED BY
the First Assignee (Holder of Hong Kong
Identity Card No.E267475(4)) in the presence of:-

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)

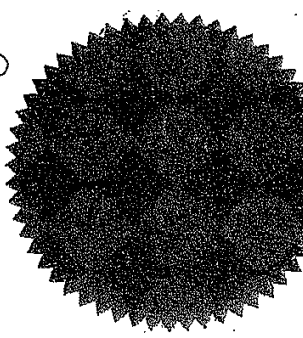


Chan Lap Tak
Johnson Stokes & Master
Solicitor, Hong Kong SAR

For Reference

SEALED with the COMMON SEAL of
 the Manager in the presence of and SIGNED by
 Ho Chiu Ha Maisy _____
 director(s) thereof ~~in the presence of~~/whose
 signature(s) ~~is/are~~ verified by:-

[Handwritten signature]



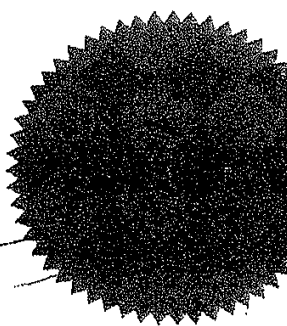
[Handwritten signature]

Elsa Tsz Kwan Lee
 Johnson Stokes & Master
 Solicitor, Hong Kong SAR

SEALED with the COMMON SEAL of
 the Agent in the presence of and SIGNED by
 KENNETH CHAN, *authorised signatory*
 JOSEPH LEE, *authorised signatory*
 in the presence of/whose signature(s) ~~is/are~~
 verified by:-

[Handwritten signature]

[Handwritten signature]



[Handwritten signature]

Ian C. Y. Lau
 Solicitor, Hong Kong SAR
 Slaughter and May

INTERPRETED to the First Assignee by :-

CHEUNG HOI SHI CONNIE
 Clerk to Messrs. Johnson Stokes & Master,

Solicitors &c., Hong Kong.

THE LAND REGISTRY
Order / Copy Separator

Order No. : CSC070814000095
Copy : 1 of 1
Order Type : Counter Search - Imaged Document
Doc No. / PRN / Memorial No. : UB8383100
Doc Type / Address / Lot : M

Section / Type of Enquiry / Nature of Instrument : Plan
Nature : Plain
Colouring : Yes
No. of Pages : 1

備存土地紀錄以供市民查閱旨在防止秘密及有欺詐成分的物業轉易，以及提供容易追溯和確定土地財產及不動產業權的方法。土地紀錄內載的資料不得用於與土地紀錄的宗旨無關之目的，使用所提供的資料須符合"個人資料（私隱）條例"的規定。

The land records are kept and made available to members of the public to prevent secret and fraudulent conveyances, and to provide means whereby the titles to real and immovable property may be easily traced and ascertained. The information contained in the land records shall not be used for purposes that are not related to the purposes of the land records. The use of information provided is subject to the provisions in the Personal Data (Privacy) Ordinance.