

**SECTION I****PARTIES AND RECITALS**

**THIS DEED** is dated [●] and is made

**BETWEEN**

- (1) **MILLION BASE PROPERTIES LIMITED** (百寶置業有限公司) whose registered office is situate at 8<sup>th</sup> Floor, Cyberport 2, 100 Cyberport Road, Hong Kong (hereinafter called the “**First Owner**” which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) [●] (hereinafter called the “**First Assignee**” which expression shall where the context so admits include his executors, administrators and assigns) of the second part;
- (3) **ISLAND SOUTH PROPERTY MANAGEMENT LIMITED** 南盈物業管理有限公司 whose registered office is situate at 8<sup>th</sup> Floor, Cyberport 2, 100 Cyberport Road, Hong Kong (hereinafter called the “**DMC 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) **STANDARD CHARTERED BANK (HONG KONG) LIMITED** (渣打銀行(香港)有限公司) a body corporate incorporated in Hong Kong with limited liability whose registered office is situate at 32nd Floor, 4-4A Des Voeux Road, Central, Hong Kong (hereinafter called “**the Mortgagee**” which expression shall where the context so admits include its successors and assigns) of the fourth part.

**WHEREAS:-**

- (A) Immediately prior to the Assignment (as hereinafter defined) to the First Assignee, the First Owner was the registered owner and in possession of the **Lot** (as hereinafter defined) subject to and with the benefit of the Government Grant and subject to the Debenture.
- (B) The First Owner has developed the Lot in accordance with the **Building Plans** (as hereinafter defined). The **Development** (as hereinafter defined) comprises (inter alia) of a number of residential units, commercial accommodation, car parking spaces, motor cycle parking spaces and recreational and communal areas and facilities.
- (C) For the purposes of sale, the Lot and the Development have been notionally divided into 8,581 equal **Undivided Shares** (as hereinafter defined) which have been allocated as provided in Part A of the First Schedule hereto.
- (D) By a [Partial] Release/Reassignment] dated the \_\_\_\_\_ day of \_\_\_\_\_ All Those \_\_\_\_\_ equal undivided [ ] parts or shares of and in the Lot and the Development together with the exclusive right to hold use occupy and enjoy ALL THAT Unit \_\_\_\_\_ on Floor of the Development (the “**the First Assignee’s Unit**”) was (inter alia) released/reassigned by the Mortgagee to the First Owner freed and discharged from the

Debenture.

- (E) By an Assignment (the “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 Government Grant.
- (F) 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 Lot and the Development and the **Common Areas and Facilities** (as hereinafter defined) therein and for the purpose of defining and regulating the rights, interests and obligations of the **Owners** (as hereinafter defined) in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.
- (G) (a) 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 and vice versa and words importing persons shall include corporations and vice versa.  
(b) References to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force.

**NOW THIS DEED WITNESSETH** as follows :-

## **SECTION II**

### **DEFINITIONS**

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

#### **“accountant”**

means a certified public accountant (practising) as defined by section 2(1) of the Accounting and Financial Reporting Council Ordinance, Cap.588 of the Laws of Hong Kong;

#### **“Areas for Air-Conditioning”**

means each of the air-conditioning platforms provided on or within the balcony and/or utility platform forming part of a Residential Unit which are for the purpose of identification only shown coloured Hatched Dashed Black and marked “A/C PLATFORM” on the plan (certified as to their accuracy by the Authorized Person) annexed hereto and the covered areas underneath the said areas for air-conditioning;

#### **“Authorized Person”**

means an authorized person who is appointed under section 4(1)(a) or (2) of the Buildings Ordinance, Cap.123 as a coordinator of building works for the Development;

**“Building Plans”**

mean the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no.BD 2/2024/18 and includes any amendments thereto as approved by the Building Authority;

**“Carpark Area”**

means those areas of the Development including all Carpark Units, Visitors’ Parking Spaces and the Carpark Common Areas and Facilities;

**“Carpark Common Areas and Facilities”**

mean and include :-

1. those parts of the Development including but not limited to driveways, passages, staircases, ramps, hose reels, EV charger room, electrical room, electric duct, exhaust air duct, air duct room and such other areas and facilities which are intended for the common use and benefit of all the Visitors’ Parking Spaces, Car Parking Spaces and Motor Cycle Parking Spaces for the purposes of identification only shown coloured Orange on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto;
2. such other area, apparatus, devices, systems and facilities of and in the Lot and the Development designated as Carpark Common Areas and Facilities in accordance with this Deed;

but EXCLUDING :-

- (i) the Development Common Areas and Facilities and the Residential Common Areas and Facilities; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

**“Carpark Unit”**

means any Car Parking Space or Motor Cycle Parking Space, to which a specific number of Undivided Share is allocated in accordance with this Deed and is intended for separate and exclusive use, possession and occupation by the Owner thereof but for the avoidance of doubt excluding any part of the Common Areas and Facilities;

**“Car Parking Space”**

means a parking space intended for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation;

**“Club House”**

means the premises comprising, inter alia, clubhouse lobby, outdoor swimming pool, foot bath, pool deck, female changing room, male changing room, function rooms, kitchen, pantry, lavatories, accessible unisex toilet, gymnasium, and such other areas and facilities;

**“Club Rules”**

mean such rules and regulations set down by the Manager (with the approval of the Owners’ Committee (if any)) from time to time with specific application to the Club House and the use and enjoyment thereof;

**“Commercial Accommodation”**

mean such portions of the Development including but not limited to portion of the external walls of the Development, walls and partitions (whether load bearing or structural or not), columns, ceiling slabs (and in the event the ceiling slab is separating the Commercial Accommodation and other part or parts of the Development, the lower half of such ceiling slab), beams and other structural supports thereof designated for non-domestic use in accordance with the Building Plans and shown for identification purposes only shown coloured Red on the plan(s) (certified as to their accuracy by the Authorized Person) and annexed hereto;

**“Common Areas and Facilities”**

mean collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities and all those parts and such of the facilities of the Development designated as common areas and facilities in this Deed;

**“Common EV Facilities”**

mean all such facilities installed or to be installed within the Carpark Common Areas and Facilities on Basement 2 Floor for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation parking at the Visitors’ Parking Space and such facilities shall include but not limited to such wires, cables, ducts, trunking, EV chargers, electric meters, base box, socket outlet, locks, covers and other security and/or protective devices, charging station, payment devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

**“Corporate Resolution”**

means a resolution of the Owners passed at a general meeting of the corporation convened and conducted in accordance with Schedule 3 to the Building Management

Ordinance (Cap.344);

**“Debenture”**

The Building Mortgage dated the 8th October 2021 made between the First Owner and the Mortgagee and registered in the Land Registry by Memorial No.21102701860106 and any supplements thereto;

**“Development”**

means the whole of the development constructed or in the course of construction on the Lot in accordance with the Government Grant and the Building Plans and known as “CENTRAL RESIDENCE BY THE PARK 雅盈峰”;

**“Development Common Areas and Facilities”**

mean and include :-

- (a) such parts of the Development which are intended for common use and benefit of the Development including but not limited to the passages, entrances, walkways, stairways, landings, platforms, lobbies, landscaped areas, roadways and pavements, planters, driveway, loading and unloading (light goods vehicle), sprinkler inlets, fire service inlets, ramps, low voltage switch room, cable riser duct room, fire service water tank and pump room, lift shafts, fire service control room, refuse storage and material recovery chamber, transformer room, high-voltage room, emergency generator room, lift machine rooms, water tanks, cable chamber, fresh water tank and pump room, fresh and flushing water pump room, fresh and flushing water tank room, water meter cabinet, sprinkler water tank and pump room, caretaker’s office, caretaker’s counter (if any), unisex lavatory, vertical green walls (if any), telecommunication broadcasting equipment room, hose reels, electrical rooms, fire service, pipe ducts, air ducts, smoke vents, check meter cabinet, check meter chamber, sprinkler control valve room, electric meter cabinets, electric ducts, town gas lead-in cabinet and such of the drains, channels, water mains, sewers, fresh and salt water storage tanks, fresh and salt water intakes and mains, storm water storage tank and drainage connection, communal television and radio aerial systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, cable television system (if any), wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development which are for the purposes of identification only shown coloured Indigo and Indigo Cross Hatched Black on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto;

- (b) portion of the Greenery Area which shall not be used for any purpose other than those permitted under the Government Grant without the prior consent of the Building Authority;
- (c) the Slope and Retaining Structures and the Light Goods Vehicle Parking Space;
- (d) the transformer room(s), cable accommodations and all associated facilities (collectively, “**Transformer Room Facilities**”);
- (e) such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development designated as Development Common Areas and Facilities in accordance with this Deed; and
- (f) to the extent not specifically provided in paragraphs (a) to (d) above, such other parts of the Lot and the Development :-
  - (i) any parts of the Development covered by paragraph (a) of the definition of “**common parts**” set out in section 2 of the Building Management Ordinance (Cap.344); and/or
  - (ii) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “**common parts**” set out in section 2 of the Building Management Ordinance (Cap.344);

but EXCLUDING :-

- (i) the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner.

#### **“Drainage Protection Zone”**

means such part or parts of the Lot and the Development within which an underground box culvert (“**the Utility**”) was laid or constructed by the Government running under or through and below the ground level of the Lot and the Development which are for the purposes of identification only shown coloured Indigo Cross Hatched Black on the plans (certified as to its accuracy by the Authorized Person) annexed hereto;

#### **“electronic form”**

means the form of an electronic record as defined in section 2(1) of the Electronic Transactions Ordinance, Cap.553 of the Laws of Hong Kong;

#### **“Fire Safety Management Plan”**

means the fire safety management plan and measures relating to the Residential Units with open kitchen (which said open kitchen for the purpose of identification only is marked “OPEN KITCHEN” on the plans (certified as to their accuracy by the Authorized Person) annexed hereto (“**open kitchen**”)) required to be implemented by the Buildings Department, Fire Services Department and any other relevant Government authority, which includes any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority;

**“FRR Wall”**

means the full height wall having a fire resistance rating of not less than -/30/30 (if any) adjacent to the exit door of a Residential Unit with open kitchen;

**“Government”**

means the Government of Hong Kong;

**“Government Grant”**

means The Government Leases under which the Lot are held from the Government which shall include :-

- (a) The Government Lease dated 30th May 1890 in respect of Inland Lot No.140 made between Late Queen Victoria of the one part and Catchick Paul Chater of the other part;
- (b) The Government Lease in respect of Inland Lot No.7986 is deemed to have been issued under and by virtue of Section 14 of the Conveyancing and Property Ordinance (Cap.219) upon compliance with the conditions precedent contained in the Agreement and Conditions of Exchange deposited and registered in the Land Registry as Conditions of Exchange No.8709;

and shall include any subsequent extensions or variations or modifications thereto or renewals thereof.

**“Greenery Area”**

means the greenery areas of the Development, including but not limited to vertical green, planters and water features, which are for the purposes of identification only shown coloured Light Green and Cyan Dotted Line on the Greenery Area Plan (certified as to its accuracy by the Authorized Person) annexed hereto and their size (in area) and access thereto are also indicated thereon;

**“hard copy form”**

means paper form or a similar form capable of being read.

**“Hong Kong”**

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

**“House Rules”**

mean the rules supplemental to this Deed governing the Development or any part or parts thereof from time to time in force made pursuant to this Deed and including without limitation the Club Rules;

**“Light Goods Vehicle Parking Space”**

means a parking space intended for the parking of light goods vehicle licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation;

**“Lot”**

means all those pieces or parcels of land registered in the Land Registry as The Remaining Portion of Section E of Inland Lot No.140, The Remaining Portion of Subsection 1 of Section E of Inland Lot No.140, The Remaining Portion of Section D of Inland Lot No.140 and The Remaining Portion of Inland Lot No.7986;

**“Maintenance Manual for the Works and Installations”**

mean the maintenance manual for the Works and Installations as mentioned in Clause 74 of Section X as may from time to time be amended or revised in accordance with the provisions of this Deed;

**“management expenses”**

mean all expenses, costs and charges necessarily and reasonably incurred in the management of the Development;

**“Management Shares”**

means the respective shares set out in Part B of the First Schedule hereto based on which the contribution of each Owner towards the management of the Lot and the Development under this Deed including the budgeted management expenses and the Manager's remuneration is calculated;

**“Manager”**

means the DMC Manager or any other person who for the time being is, for the purposes of this Deed, managing the Development;

**“Motor Cycle Parking Space”**

means a parking space intended for the parking of motor cycles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation;

### **“Non-common EV Facilities”**

means all such facilities installed or to be installed within the Carpark Common Areas and Facilities on Basement 1 Floor and Basement 2 Floor for serving any of the Carpark Units exclusively for the purpose of or in relation to the charging of electric motor vehicles and electric motor cycles licensed under the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation, and parking at such Carpark Units; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meter, EV charger (if any), base box, socket outlets, locks, covers and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

### **“Non-enclosed Areas”**

means :-

- (a) the balconies of the Residential Units which are for the purposes of identification only coloured Hatched Black and marked “BALCONY” on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto and the covered areas underneath the said balconies;
- (b) the utility platforms of the Residential Units which are for the purposes of identification only coloured Hatched Cross Black and marked “UTILITY PLATFORM” on the plan(s) certified as to their accuracy by the Authorized Person) annexed hereto and the covered areas underneath the said utility platforms; and
- (c) the Areas for Air-Conditioning of the Residential Units;

### **“Occupation Permit”**

means a temporary or permanent occupation permit issued by the Building Authority in relation to the Development or any part or parts thereof;

### **“Owner”**

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

### **“Owners’ Committee”**

means a committee of the Owners of the Development established under the provisions of this Deed;

**“Owners’ Corporation”**

means the Owners’ corporation of the Lot and the Development incorporated and registered under Section 8 of the Building Management Ordinance (Cap.344);

**“Owners Resolution”**

means a resolution of the Owners passed by a majority of the votes of the Owners voting either personally or by proxy at a meeting of Owners convened and conducted in accordance with this Deed;

**“registered mortgagee”**

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

**“Recreational Areas and Facilities”**

mean and include the Club House, water features, planters, vertical green walls, water feature filtration plant room and such other recreational areas and facilities (which are for the purposes of identification only shown coloured Green on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto);

**“Residential Accommodation”**

means (1) such part of the Development constructed or to be constructed for residential purposes in accordance with the Building Plans; (2) all Residential Common Areas and Facilities and (3) all ancillary areas serving (1) and (2) exclusively;

**“Residential Common Areas and Facilities”**

mean and include :-

- (a) those parts of the Residential Accommodation in the Development intended for the common use and benefit of the Owners, occupiers and tenants of the Residential Accommodation and the bona fide guests visitors or invitees thereof, including but not limited to the Recreational Areas and Facilities, the Visitors’ Parking Spaces, Common EV Facilities, water features, water feature filtration plant room, accessible unisex toilets, hose reels, extra low voltage duct, architectural feature enclosing pipework, architectural feature, flat roofs (other than those forming part of a Residential Unit), roofs (other than those forming part of a Residential Unit), upper roofs, canopy, refuse storage and material recovery rooms, air-conditioning plant rooms, pipe ducts, inaccessible flat roof, planters, passages, common corridors, lift lobbies, entrances, landings, halls, entrance lobbies, structural walls, stairways, lift shafts, firemen’s lifts,

fireman's lift lobbies, lifts, vertical green walls, corridor, outdoor swimming pool, pool deck, open staircase, air-conditioning units, ramp, retaining wall, cable risers, lift platforms, top roof, lift shaft vents, water tanks, surge tank, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system 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, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, gondola, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the Owners and residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees and such other areas within the Lot and such other systems, devices and facilities within the Development intended for common use and benefit of the Residential Accommodation in accordance with this Deed which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow, Yellow Cross Hatched Black, Purple and Green on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto;

- (b) the external walls (including for the avoidance of doubt, curtain walls (together with all fixed windows of the curtain walls, the window frames of such fixed windows and the sealant around the window frames of such fixed windows, but excluding (i) all openable windows of the curtain walls, (ii) the window frames of such openable windows, (iii) the sealant around the window frames of such openable windows and (iv) related hinges fixing such openable windows onto the fixed windows of the curtain walls), non-structural pre-fabricated external walls which are for the purposes of identification only shown with Brown Dotted lines on the plans (certified as to their accuracy by the Authorized Person) annexed hereto) and architectural features (if any) of the Residential Accommodation;
- (c) portion of the Greenery Area which shall not be used for any purpose other than those permitted under the Government Grant without the prior consent of the Building Authority; and
- (d) such other areas apparatus devices systems and facilities of and in the Lot and the Development within the Residential Accommodation designated as Residential Common Areas and Facilities in accordance with this Deed.

but EXCLUDING :-

- (i) the Development Common Areas and Facilities and the Carpark Common Areas and Facilities; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

## **“Residential Unit”**

means a residential unit in the Residential Accommodation, including :-

- (a) all the windows glazing window panes window frames louvres and the louvre frames of the residential unit (including all openable windows of the curtain walls, the window frames of such openable windows, the sealant around the window frames of such openable windows, and related hinges fixing such openable windows onto the fixed windows of the curtain walls but shall exclude all fixed windows of the curtain walls, the window frames of such fixed windows and the sealant around the window frames of such fixed windows, the louvres of the curtain walls and the louvre frames of such louvres);
- (b) any balconies, utility platforms and the Areas for Air-Conditioning of the residential units;
- (c) balustrades (if any) and railings (if any) enclosing a balcony, utility platform and Area for Air-Conditioning;
- (d) air-conditioning plant room (if any), private lift lobby (if any), private flat roof adjacent thereto (if any) and private roof thereabove (if any);
- (e) non-structural or non-load bearing internal walls and internal partitions of or within the residential unit;
- (f) the inner half of any non-structural or non-load bearing internal walls parapets and partitions separating the residential unit or any part thereof from any other residential unit(s) or from the Common Areas and Facilities;
- (g) the upper half of any floor slab of the residential unit (or any roof held with and forming part of that residential unit) separating that residential unit (or any roof held with and forming part of that residential unit) from any other residential unit and the lower half of any ceiling slab of that residential unit separating that residential unit from any other residential unit (or any roof held with and forming part of that other residential unit) but excluding any slab separating any balcony or utility platform or areas for air-conditioning held with and forming part of a residential unit from any balcony or utility platform or areas for air-conditioning held with and forming part of another residential unit;
- (h) the entire thickness of any floor slab separating the residential unit and any roof held with and forming part of that residential unit,

but shall exclude (i) structural or load bearing walls columns or other structural or load bearing elements enclosing, adjoining or inside the residential unit (or any balcony, utility platform, or areas for air-conditioning, or roof held with and forming part of the residential unit) other than any floor slab mentioned above; (ii) the entire façade, all external walls (whether structural or not) and curtain walls forming part thereof, parapets separating the residential unit or any part thereof from Common Areas and Facilities, all external parapets of the Development, and external finishes, claddings and features thereon, if any of the Residential Accommodation;

**“Slope Maintenance Manual”**

means the maintenance manual for the Slope and Retaining Structures prepared in accordance with the Geoguide 5 – Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time);

**“Slope and Retaining Structures”**

mean the slopes, slope treatment works, earth retaining structures, retaining walls or other related structures within or outside the Lot and the Development which are required to be maintained and carried out by the Owners under the Government Grant or this Deed and in accordance with the “Geoguide 5 – Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slope Maintenance Manual;

**“Special Fund”**

means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance (Cap. 344);

**“Undivided Shares”**

mean 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;

**“Unit”**

means a Residential Unit or a Carpark Unit or the Commercial Accommodation in respect of which a specific number of Undivided Share is allocated in accordance with this Deed and is intended for separate and exclusive use, possession and occupation by the Owner thereof and shall have the same definition as “flat” under the Building Management Ordinance (Cap. 344);

**“Visitors’ Parking Space”**

means a parking space intended for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of residents of the Residential Units, which forms part of the Residential Common Areas and Facilities and for the purposes of identification only shown coloured Purple on plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto;

**“Works and Installations”**

mean the major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent

basis which include but not limited to those works and installations set out in the Fourth Schedule subject to revision in accordance with Clause 74 of this Deed.

### **SECTION III**

#### **RIGHTS AND OBLIGATIONS OF OWNERS**

##### **1. Grant of rights to the First Owner**

The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant and subject to the Debenture, 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 and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed.

##### **2. Grant of rights to the First Assignee**

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

##### **3. Rights of all Owners**

Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements, rights, privileges and obligations provided in the Second Schedule hereto and the express covenants and provisions herein contained.

##### **4. Owners bound by covenants and restrictions**

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 and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

##### **5. Rights to assign without reference to other Owners**

Subject to the Government Grant, 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, lease, license or otherwise dispose of or deal with his Undivided Shares together with the sole and 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, lease or licence shall be made expressly subject to and with the benefit of this Deed.

## **6. Right to exclusive use not to be dealt with separately from Undivided Shares**

- (a) The sole right and privilege to the exclusive use, occupation and enjoyment of any part of the Lot or the Development shall not be sold, assigned, mortgaged, charged or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause, subject to the Government Grant, shall not extend to lease, tenancy or licence with a term of not exceeding 10 years.
- (b) The right to the exclusive use, occupation and enjoyment of flat roof or roof specifically assigned by the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which such flat roof or roof is held.

## **7. Rights of Owners**

### **(a) Rights of Every Owner**

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) 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) Rights of Owner of Residential Unit**

Every Owner of a 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) Rights of Owner of a Carpark Unit**

Every Owner of a Carpark Unit 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 Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

### **(d) Rights subject to this Deed, etc.**

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 House Rules.

### **(e) Assignment of Common Areas and Facilities**

Upon execution of this Deed, the First Owner shall assign to the Manager free of costs or consideration the whole of the Undivided Shares allocated to the Common Areas and Facilities under this Deed subject to and with the benefit of the Government Grant and this Deed. Such Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities shall be held by the Manager as trustee for the benefit of all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with this Deed, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed under the Building Management Ordinance (Cap. 344) it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration at any time and in which event the Manager shall assign free of costs or consideration the Undivided Shares in respect of the Common Areas and Facilities together with the Common Areas and Facilities and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

## **SECTION IV**

### **ADDITIONAL RIGHTS OF THE FIRST OWNER**

#### **8. Additional rights of First Owner**

(a) The First Owner shall for as long as it remains the Owner of any Undivided Share 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 :-

(i) To amend Building Plans etc.

The right to change, amend, vary, add to or alter the Building Plans existing at the date hereof relating to parts of the Lot and the Development owned by the First Owner 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 Government Grant PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from any such part of the Development.

(ii) To modify Government Grant etc.

Subject to the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right to apply to negotiate and agree with the Government to amend, vary or modify the Government Grant (including the plan(s) annexed thereto) or any conditions thereof or to procure a licence or

easement from the Government or any other person 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 and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner, including and not without limiting the generality of the foregoing, any amendment, variation or modification of the Government Grant (including the plan(s) annexed thereto) the effect of which is to:

- (A) alter or vary the permitted use or density of Development or any part or parts thereof; or
- (B) alter or vary the number or ratio of car parking spaces as prescribed by the Government Grant;

PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any such part of the Development and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be accrued to all Owners or the relevant Owner or Owners concerned as the case may be.

(iii) To deal with own Undivided Shares

At all times hereafter but subject to and with the benefit of the Government Grant 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 and the premises held therewith retained by the First Owner.

(iv) Right of access for constructing or completing the Development, etc.

The right to enter into and upon all parts of the Lot and the Development (save and except those parts of the Lot and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of constructing or completing the other parts of the Development and may, for such purpose, carry out all such works in, under, on or over the Lot and the Development as it may from time to time see fit. The right of the First Owner to enter the Lot and the Development (save and except those parts 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 (save and except those parts as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the First Owner shall cause as little disturbance as reasonably possible to the Owners and shall not affect the Owners' right to hold,

use, occupy and enjoy their Units or prevent the access to or egress from any Unit of the Owners when carrying out such works and shall at its own costs and expenses make good any damage or loss that may be caused by or arise from such construction works.

(v) To build and operate in the Common Areas and Facilities

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 Building Plans PROVIDED THAT such buildings and operations shall not contravene the terms and conditions of the Government Grant or any of the laws and regulations for the time being in force in Hong Kong, and shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or 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 own costs and expenses.

(vi) To change user

Subject to the approval of the relevant Government authorities (if required), at any time hereafter and from time to time to change the user of any part or parts of the Development owned by the First Owner so long as the other Owners' right to hold, use, occupy and enjoy their Units shall not be interfered and their access to their Units shall not be impeded PROVIDED THAT the Government Grant are not contravened and subject to the provisions of this Deed.

(vii) To affix fixtures, signs and advertisements etc.

The right for the First Owner, his licensees or other third parties to construct, affix, install, maintain, alter, lay, reroute, renew and remove any one or more signs, masts, aerials, lightning conductors, lighting, chimneys, flues, drains, cables, sewers, pipes or any other structures, facilities, installations, fittings, chambers and other fixtures or similar structures of whatsoever kind on or within any part or parts of the Common Areas and Facilities and such other areas of the Lot and the Development the exclusive right to hold, use, occupy and enjoy which has not been assigned to supply utilities services to the Lot and the Development PROVIDED ALWAYS THAT they shall not interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them or impede the Owners' access to their Units and where any such sign, mast, lightning conductors, lighting, chimneys, flues, pipes or any other structures, facilities or other fixtures are located within the Common Areas and Facilities the exercise of such rights shall be subject to the prior approval of the Owners by a resolution passed at a meeting of Owners convened under this Deed where Common Areas and Facilities are concerned and they shall be for the common use and enjoyment of all the Owners entitled to use such Common Areas and Facilities and any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners and the right to enter into and upon any part of the Development (save and except those parts of the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with or

without workmen and equipment at all reasonable times on giving prior written notice (save in 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 (except where it concerns the Common Areas and Facilities) on such terms as the First Owner may deem fit.

(viii) To change name of Development

The right to change the name of the Development at any time as the First Owner shall deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving six months' notice to the Owners.

(ix) To dedicate to public part(s) of the Development

Subject to the prior approval by a resolution of Owners at an Owner's meeting convened under this Deed, the right to dedicate to the public any part or parts of the Lot and the Development owned by 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 right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict an Owner's right of access to and from his part of the Development.

(x) To adjust boundary of the Lot

Subject to the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right to adjust or re-align the boundary of the Lot and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender, extension or regrant PROVIDED THAT such adjustment or re-alignment shall not affect the right of the Owners to hold, use, occupy and enjoy their respective parts of the Development or impede the Owners' access to their respective parts of the Development PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall be credited to the Special Fund and any exercise of this right should not affect any part of the Development owned by any Owners or the relevant Owner or Owners concerned as the case may be.

(xi) To obtain easements etc.

Subject to the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, 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, pedestrian bridges, 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) over any adjoining or neighbouring lands or to obtain any similar rights by modification of the

Government Grant or 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 and all expenses shall be paid out of the management funds.

(xii) To grant easement etc.

Subject to the Government Grant and the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, 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, pedestrian bridges, 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 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 appropriate PROVIDED THAT the exercise of such right shall not affect the right of the Owners to hold, use, occupy and enjoy their respective parts of the Development or impede the Owners' access to their respective parts of the Development and PROVIDED THAT any payment received from the exercise of such right shall be credited to the Special Fund.

(xiii) To install broadcast reception, information distribution or communications system

Subject to the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right and privilege to install in or affix to or use or operate on the Common Areas and Facilities or any part thereof any broadcast reception, information distribution or communications system including, without limitation, satellite master antenna system, communal aerial broadcast distribution system, microwave distribution system, cable and wireless communications systems, telecommunication system and transmission and transponder systems, which are for the common use and benefit of the Owners, together with the right to repair, maintain, service, remove or replace the same PROVIDED THAT the Owners' rights to hold, use, occupy and enjoy their Units shall not be adversely affected and PROVIDED FURTHER THAT access to and from the Units shall not be impeded or restricted. Any payment received for the aforesaid approval shall be credited to the Special Fund.

(xiv) To dedicate additional Common Areas

Subject to prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right to designate and declare by deed any area or part or parts of the Development of which the First Owner is the Owner to be additional Development Common Areas and Facilities or Residential Common Areas and Facilities or Carpark Common Areas and Facilities whereupon with effect from such designation and declaration such additional Development Common Areas and Facilities or Residential Common Areas and Facilities or Carpark Common Areas and Facilities shall form part of the Development

Common Areas and Facilities or Residential Common Areas and Facilities or Carpark Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same PROVIDED THAT the First Owner shall not have the right to re-convert or redesignate such additional Common Areas and Facilities to its own use or benefit AND PROVIDED FURTHER THAT in making such designation the First Owner shall not interfere with or adversely affect the right of any Owner to hold, use, occupy and enjoy his Unit or to impede the Owner's access to his Unit.

(xv) To adjust and/or allocate and/or reallocate the number of Undivided Shares

Subject to the prior approval of the Director of Lands, the right to adjust and/or allocate and/or reallocate and/or sub-allocate the number of Undivided Shares in the Lot and the Development retained by the First Owner relating thereto 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 and/or allocation and/or re-allocation and/or sub-allocation shall not (i) affect other Owners' sole and exclusive right and privilege to hold use, occupy and enjoy their part or parts of the Development or (ii) increase other Owners' contribution to the management expenses or (iii) cause a change in the total number of the Undivided Shares of the Development or (iv) 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.

(xvi) To change, amend, vary, add to or alter plans, etc.

Subject to the approval of the relevant government authorities and compliance with the Government Grant, at any time hereafter and from time to time to change, amend, vary, add to or alter the plans of any part or parts of the Development owned by the First Owner, to change or alter the location and/or the areas and/or users of such part or parts of the Development owned by the First Owner without the concurrence or approval of any other Owner PROVIDED THAT the right of other Owners to the exclusive use and enjoyment of such part or parts of the Development owned by them and the access to and from such part or parts shall not be adversely affected.

(b) Subject to the Government Grant, there are reserved unto the Owner of the Commercial Accommodation (which expression shall for the purpose of this Clause includes its successors and assigns) the following easements, rights and privileges :-

(i) the exclusive and absolute right to erect, remove, maintain, alter, renew, affix or paint on or to the external walls of the Commercial Accommodation any signs, placards, signboards, advertisements and other advertising structures of whatsoever kind (whether illuminated or otherwise) ("Signs") and air-conditioning plants units and equipment and related facilities and installations subject to the following conditions :-

(A) all necessary consents and permissions from the relevant Government authorities shall first be obtained before commencement of works for

the erection fixing or installation of the Signs and air-conditioning plants units and equipment and related facilities and installations (collectively called "**Installation Works**") and all relevant laws, regulations and rules in force in Hong Kong shall be complied with.

(B) the Signs and the Installation Works shall not cause any damage to the Development or cause the maximum loading weight of the relevant part of the external walls of the Development to be exceeded or cause any material nuisance or disturbance to the Owners and occupiers of the Development or otherwise interfere with the use and enjoyment by the other Owners and occupiers of their Units.

(ii) the right to install, erect, maintain, repair, remove, renew and replace air-conditioning plants units and equipment and related facilities and installations serving the Commercial Accommodation on such part of the Commercial Accommodation or any part thereof as Owner of the Commercial 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, maintaining, repairing, removing, renewing and replacing such air-conditioning plants units and equipment and related facilities and installations Provided that Owner of the Commercial Accommodation shall take all necessary steps to avoid any loss, damage, nuisance or annoyance to the Owner or occupier of any other part of the Development;

(iii) and subject to the necessary approvals from the relevant Government authorities, to change the use of the Commercial Accommodation or any part or parts thereof Provided That such uses shall comply with the Government Grant and subject to the provisions of this Deed; and

(iv) Subject to the approval of the relevant Government authorities, at any time hereafter and from time to time to change, amend, vary, add to or alter the plans of the Commercial Accommodation and to change or alter the location and/or the layout of the Commercial Accommodation without need for the concurrence or approval of any other Owner Provided That the Owners' use, enjoyment and occupation of their own Units shall not be unreasonably interfered with And Provided That access to and from any part or parts of the Development shall not be unreasonably impeded or restricted and in the event of any such access being impeded or restricted, the First Owner shall at its own costs take all appropriate steps to re-provide an access in such manner so as to minimize the inconvenience and disruption caused to the other Owners And Provided Further That no part of the Common Areas and Facilities shall be affected in any way.

## **9. Appointment of First Owner as the Owner's Attorney and Covenants in Assignments**

(a) Power of attorney to First Owner

The Owners hereby jointly and severally and irrevocably APPOINT the First

Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 above and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

(b) Assignment to include covenants

Every assignment by an Owner of the Undivided Shares and the part of the Development which he owns shall include a covenant in substantially the following terms :- “The Purchaser covenants with the Vendor for itself and as agent for Million Base Properties Limited (“**the Company**” which expression shall include its successors assigns (other than the Purchaser) 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 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 Company and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the [●] day of [●] 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 the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company 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 the Company 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 V**

### **MANAGER AND MANAGEMENT CHARGES**

#### **10. Appointment and Termination of Manager**

- (a) Subject to the provisions of the Building Management Ordinance (Cap.344), the Manager shall undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Lot and the Development and the Common Areas and Facilities therein (all or any of which activities are where not inapplicable herein included under the word “**management**”) from the date of this Deed for an initial term of not exceeding two (2) years and such appointment shall continue until terminated as provided in this Clause 10.
- (b) The appointment of the Manager may be terminated as follows :-

- (i) the appointment is terminated by the Manager by giving not less than three (3) calendar months’ notice of termination in writing :
  - (A) by sending such notice to the Owners’ Committee; or
  - (B) where there is no Owners’ Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development;

and the notice referred to in this Clause 10(b)(i)(B) may be given :-

- (1) by delivering it personally to the Owner; or
- (2) by sending it by post to the Owner at his last known address; or

- (3) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit; or
- (ii) prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in a meeting of Owners and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving the Manager not less than three (3) months' notice in writing; or
- (iii) in the event that the Manager is wound up or has a receiving order made against it.

(c) (i) Where an Owners' Corporation has been formed and subject to Clause 10(c)(iv), at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution :-

- (A) passed by a majority of the votes of the Owners voting either personally or by proxy; and
- (B) supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities),

terminate by notice the appointment of the DMC Manager without compensation.

- (ii) The resolution under Clause 10(c)(i) shall have effect only if
  - (A) such notice of termination of appointment is in writing;
  - (B) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
  - (C) such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
  - (D) such notice and the copy of the resolution is given to the DMC Manager within fourteen (14) days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in Clause 10(c)(ii)(D) may be given :-
  - (A) by delivering them personally to the DMC Manager; or

- (B) by sending them by post to the DMC Manager at its last known address.
- (iv) For the purposes of Clause 10(c)(i) :-
  - (A) only the Owners of Undivided Shares who pay or who are liable to pay contribution towards the management expenses relating to those Undivided Shares shall be entitled to vote;
  - (B) the reference in Clause 10(c)(i)(B) to “the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate” shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.
- (v) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager’s appointment, Clauses 10(c)(i), (ii), (iii) and (iv) shall apply to the termination of the Manager’s appointment as they apply to the termination of the DMC Manager’s appointment.
- (vi) Clause 10(c)(v) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.
- (vii) If a notice to terminate a Manager’s appointment is given under this Clause 10(c) :-
  - (A) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners’ Committee (if any); and
  - (B) if no such appointment is approved under Clause 10(c)(vii)(A) above by the time the notice expires, the Owners’ Corporation may appoint another Manager and, if it does so, the Owners’ Corporation shall have exclusive power to appoint any subsequent Manager.
- (viii) This Clause 10(c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance (Cap.344) but does not apply to any single manager referred to in that Section 34E(4).
- (ix) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners’ Corporation has appointed a Manager under Clause 10(c)(vii)(B) above, the Owners’ Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners’ Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager

appointed under that Clause 10(c)(vii)(B) that may otherwise render that person liable for a breach of that undertaking or agreement.

## **11. Delivery of books and records of accounts**

- (a) Subject to Clause 11(b), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Lot and the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date its appointment ends :-
  - (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended and a balance sheet as at the date its appointment ended and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
  - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 11(b)(i) and have not been delivered under Clause 11(a).

## **12. Appointment of New Manager**

In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid a meeting of the Owners' Committee may be convened to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Building Management Ordinance (Cap.344), at no time shall the Lot and the Development be without a duly appointed Manager to manage the Lot and the Development or any part or parts thereof after execution of this Deed.

## **13. Manager's Remuneration**

The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenditure costs and charges (excluding the Manager's

remuneration and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the management of the Lot and the Development or any portion of the Lot and the Development. The Manager's remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses and fees for any staff, facilities, legal, professional, accounting and administration services and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the management funds. Payment of the Manager's remuneration hereunder shall be in advance 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 and the capital expenditure as aforesaid) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 14 to 16 hereof and any adjustment payment or deduction 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 twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 35 hereof PROVIDED ALWAYS THAT by a resolution of Owners at a meeting of Owners convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's remuneration at the rate as provided under this Clause, or at such lower rate as the Owners may consider appropriate. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed.

#### **14. Determination of total amount of management expenses**

- (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of management expenses payable by the Owners during any financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.
- (b) In respect of each financial year, the Manager shall :-
  - (i) prepare a draft budget setting out the proposed expenditure during the financial year;
  - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;
  - (iv) after the end of that period, prepare a budget specifying the total

proposed expenditure during the financial year;

(v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.

(c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this Clause before the start of that financial year, the total amount of the management expenses for that year shall :-

(i) until he 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 he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.

(d) Where a budget has been sent or displayed in accordance with sub-clause (b)(v) of this Clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and the budget by virtue of sub-clause (b) of this Clause.

(e) Where a revised budget is sent or displayed in accordance with sub-clause (d) of this Clause, the total amount of the management expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.

(f) If there is an Owners' Corporation and, within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a Corporate Resolution, to reject the budget or revised budget, as the case may be, the total amount of management expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

(g) Subject to sub-clause (i), if any Owner requests in writing the Manager to supply the Owner with a copy of any draft budget, budget or revised budget, the Manager must supply the Owner with a copy within 28 days after the date on which the request is made.

(h) The Manager:-

(i) may impose a reasonable copying charge for supplying the Owner with the copy in hard copy form; and

- (ii) must not impose any charge for supplying the Owner with the copy in electronic form.

(i) If:-

- (i) the request mentioned in sub-clause (g) is a request for a copy in hard copy form; and
- (ii) the Manager imposes under sub-clause (h)(i) a copying charge for supplying the Owner with the copy;

The Manager is not required to comply with the request unless the Owner pays the charge.

- (j) For the purpose of this Clause 14, “**expenditure**” includes all costs, charges and expenses to be borne by the Owners including the remuneration of the Manager.

## **15. Preparation of annual budget by Manager**

The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners’ Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the following 31st day of December. Subject to the provisions of this Deed, the annual budget shall be in two parts :-

- (a) The first part 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 of the Development and the Development Common Areas and Facilities therein including but without prejudice to the generality of the foregoing :-

- (i) the maintenance, operation, repair and cleansing of all Development Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Development Common Areas and Facilities;
- (ii) the cultivation, irrigation and maintenance of the planters and landscaped areas on the Development Common Areas and Facilities (if any);
- (iii) the cost of all electricity, gas, water, telephone and other utilities serving the Development Common Areas and Facilities;
- (iv) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners, lift operators and attendants and such other staff to manage and administer the Development Common Areas and Facilities and such other areas outside the Lot but the management of which is taken up by the Manager for and on behalf of all Owners of the Lot under the provisions of this Deed;
- (v) the cost and expense of maintaining such areas or drains and channels whether within or outside the Lot that are required to be maintained

under the Government Grant;

- (vi) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units);
- (vii) the remuneration of the Manager calculated in accordance with Clause 13 of this Deed for providing its services hereunder;
- (viii) insurance of the Common Areas and Facilities, the Units and such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed, up to the full new reinstatement value thereof and in particular against loss or damage by fire and/or such other perils and risks and the Manager against third party, or public and/or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (ix) a sum for contingencies;
- (x) the costs, expenses and fees for any staff and facilities, legal and accounting fees and all other professional fees and administration services, including staff uniform, salary, bonus, over-time pay, medical insurance and other fringe benefits relating to employment, licencing costs for security personals, property management practitioners, property management licence and security company licence and all disbursements, out-of-pocket expenses and costs properly incurred by the Manager in carrying out the services provided under this Deed;
- (xi) the costs of removal and disposal of rubbish from the Development;
- (xii) all costs incurred in connection with the Development Common Areas and Facilities;
- (xiii) any tax payable by the Manager on any of the sum 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;
- (xiv) the cost of repairing and maintaining the Slope and Retaining Structures the maintenance of which is the liability of the Owners under the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual; and
- (xv) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures constructed or to be constructed and reinstating and making good the same in the event of any landslip, subsidence or falling away and the drains nullahs sewers pipes watermains and channels or for the proper functioning of the Development.

- (b) The second part shall cover expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to different specific parts of the Development and shall be divided into two sections :-
  - (i) 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 Residential Units including (without in any way limiting the generality of the foregoing) such expenditure in the operation, maintenance, repair and replacement of lifts, clubhouse operation and maintenance expenses, clubhouse activity and course expenses in the Residential Common Areas and Facilities and the equipment therein the charges for the operation, maintenance, repair, cleansing, lighting and security of the entrance lobbies and lift lobbies in the Residential Accommodation and such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces, the charges for the supply of electricity, flushing water (if appropriate) and lighting and removal and disposal of rubbish and recreational activities for the Owners of Residential Units as the Manager shall consider fair and reasonable; and
  - (ii) 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 Carpark Common Areas and Facilities including (without in any way limiting the generality of the foregoing) such proportionate part of the general expenditure for cost of staff, watchmen, caretakers and security forces, the charges for the supply of electricity, flushing water (if appropriate) and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable;

PROVIDED THAT :-

- (a) expenditure of a capital and/or improvement nature for the improvement of the Development and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities including and/or for the efficient management and maintenance of the Development and the cost of maintaining and repairing any of the Slope and Retaining Structures or other structures in compliance with the Government Grant shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund mentioned in Clause 19 of this Deed when the same is established;
- (b) the annual budget shall also set out an estimate as to the time of any likely need to draw on the Special Fund; and
- (c) without prejudice to the Building Management Ordinance (Cap.344), the provisions set out in Part A of the Sixth Schedule hereto should be complied

with.

## **16. Calculation and payment of management expenses and annual budget**

The Manager shall fix the amount to be contributed to the annual budget by each Owner in accordance with the following principles :-

- (a) The amount of the monthly or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing PROVIDED THAT for the avoidance of doubt, no contributions shall be payable in respect of the Undivided Shares allocated to the Common Areas and Facilities;
- (b) Each Owner shall pay for every Management Share allocated to any Units of which he is the Owner a fraction of the total amount assessed under the first part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Management Shares of all the Units in the Development;
- (c) Each Owner of the Residential Units in addition to the amount payable under sub-clause (b) of this Clause shall in respect of each Management Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay :-
  - (i) a fraction of the total amount assessed under the first section of the second part of the annual adopted budget.
  - (ii) a fraction of the total amount assessed under the second section of the second part of the annual adopted budget a fraction of the budgeted calculated in accordance with the following formula :-

$$\text{Relevant fraction} = \frac{\text{Total gross floor area of all Visitors' Parking Spaces in square metres}}{\text{Total gross floor area of all Carpark Units and all Visitors' Parking Spaces in square metres}}$$

The numerator of the said fraction shall be one and the denominator shall be the total number of Management Shares allocated to all the Residential Units;

- (d) After taking into account the contribution made by Owners of the Residential Units in sub-clause (c)(ii) of this Clause, each Owner of the Car Parking Spaces and the Motor Cycle Parking Spaces in addition to the amount (if any) payable under sub-clause (b) of this Clause shall in respect of each Management Share allocated to a Car Parking Space or a Motor Cycle Parking Space (as the case may be) of which he is the Owner pay a fraction of the total amount assessed under the second section of the second part of the annual adopted budget. The numerator of the said fraction shall be one and the denominator shall be the total

number of Management Shares allocated to all the Car Parking Spaces and the Motor Cycle Parking Spaces;

- (e) Where any expenditure for the management and maintenance of the Development and the Lot shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or group of Units and no Owner of any other Unit shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit or group of Units on demand;
- (f) For the avoidance of doubt, it is hereby expressly PROVIDED THAT the First Owner's liability to make the aforesaid payment shall in no way be reduced by reason of the fact that any of the Units remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his part of the Development is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person, PROVIDED ALWAYS THAT no Owner shall be called upon to pay more than his fair share;
- (g) All outgoings (including management expenses, rates and Government rent) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings; and
- (h) Notwithstanding anything herein contained but subject to sub-clause (f) of this Clause 16, the liability of the Owner of a Unit to contribute to the amount under the annual budget of management expenses prepared by the Manager shall only accrue with effect from the date of this Deed.

PROVIDED THAT the First Owner shall be obliged to make the payments and contributions as aforesaid which are of a recurrent nature for any Undivided Shares allocated to any part(s) of the Development and any of the Units remaining unsold SAVE AND EXCEPT those in respect of Undivided Shares allocated to any part(s) of the Development and the Units the construction of which has not been completed except to the extent that such uncompleted part(s) of the Development benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining any slope structures or as to the security afforded by the management of the completed part(s) of the Development.

## **17. Owner's further contribution to the management expenses**

If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 16 hereof and shall be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the Owners.

## **18. Exclusion from management expenses**

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 incurred prior to the date of this Deed all of which sums shall be borne solely by the First Owner (which expression shall for the purpose of this Clause exclude its assigns);
- (b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), Government rent payable under the Government Grant which has been separately assessed and charged by the Government against each Owner and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof; and
- (c) The expenses for keeping in good and tenantable repair and condition of the main structure, the external and interior fixtures and fittings, walls, floors, windows and doors, garden area (if any), flat roof (if any) and roof (if any), balcony and utility platform (if any) of any Unit together with the plumbing, electrical installations, plant, equipment, apparatus, installations or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner or Owners for the time being of such Unit.

## **19. Special Fund**

- (a) There shall be established and maintained and prepared by the Manager as trustee for and on behalf of all the Owners, a Special Fund for the purposes of paragraph 4 of Schedule 7 to the Building Management Ordinance (Cap. 344) to provide for expenditure of a capital nature or a kind not expected to be incurred annually in respect of the Common Areas and Facilities (which includes but is not limited to, expenses for the renovation, replacement, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, plant, equipment, tools and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services).
- (b) Apart from the initial contribution to the Special Fund, each Owner shall covenant with the other Owners also on demand pay to the Manager such further sum in each calendar year (as included in the monthly management contribution) payable in respect of the Unit of which he is the Owner and at such time as determined by a resolution of the Owners at a meeting of Owners convened under this Deed to maintain the Special Fund at such level as the Manager shall recommend PROVIDED THAT such contribution to the further sum shall be in proportion to the Management Shares as provided in Part B of the First Schedule hereto. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a Corporate Resolution, the amount to be contributed to the

Special Fund by the Owners in any financial year, and the time when those contributions shall be payable PROVIDED THAT such contribution to the further annual sum shall be in proportion to the Management Shares allocated to the relevant Unit.

(c) Except where the First Owner has made payments under this Deed, each Owner being the first assignee of his Unit shall upon the assignment of his Unit to him by the First Owner pay to the Manager an initial contribution to the Special Fund which contribution is non-refundable and non-transferable in an amount to be decided by the Manager which amount shall be two (2) months' monthly management contribution payable in respect of his Unit and the First Owner is required to make such contribution in respect of any Units which have been completed and remain unsold for three (3) months after the date of this Deed. The Special Fund shall be placed in an interest bearing account opened and maintained with such bank or banks within the meaning of Section 2 of the Banking Ordinance (Cap.155), the title of which shall refer to the Special Fund for the Development and the Manager shall use that account exclusively for the purpose specified in this Clause 19. Without prejudice to the generality of the above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts ("the said segregated account(s)"), each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund. The Manager shall display a document showing evidence of any account opened and maintained as provided above in a prominent place in the Development. Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). For the avoidance of doubt, the Manager shall not use the Special Fund or any part or parts thereof for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development. The Manager shall without delay pay all money received by it in respect of the Special Fund into the said accounts opened and maintained by it or, if there is an Owners' Corporation, the said segregated account(s).

## **20. Owners' contributions to fees and deposits**

(a) Subject to Clause 32 hereof and except where the First Owner has made payments under this Deed, each Owner being the first assignee of his Unit shall upon the assignment of his Unit to him from the First Owner 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 three (3) months' monthly management contribution payable in respect of his Unit which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed and the First Owner is required to make such contribution in respect of any Units which have been completed and remain unsold for three (3) months after the date of this Deed PROVIDED FURTHER THAT in the event that there is an increase in the monthly contribution payable by the Owner as determined by the Manager under this Deed, the Manager shall

have right at its absolute discretion to require the Owners to pay to the Manager by way of an increase in the said deposit a sum proportional thereto in order that such deposit shall always be not more than three (3) times the then monthly contribution.

- (b) Each Owner being the first assignee of his Unit shall upon the assignment of his Unit to him from the First Owner pay to the Manager in advance two (2) months' monthly management contribution payable in respect of his Unit which shall be non-refundable and non-transferable.
- (c) Each Owner being the first assignee of a Residential Unit shall upon the assignment of the Residential Unit from the First Owner pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of one (1) month's monthly management contribution payable in respect of his part of the Development for the removal of debris arising from decoration works carried out in his Residential Unit and the First Owner is required to make such contribution in respect of any Residential Units which have been completed and remain unsold for three (3) months after the date of this Deed. Any portion of such debris removal fees which has not been used for debris removal as aforesaid shall form part of the Special Fund for the Owners of the Residential Units.
- (d) Each Owner being the first assignee of a Residential Unit shall upon the assignment of the Residential Unit from the First Owner pay to the Manager his due share (to be decided by the number of Management Shares allocated to his Residential Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Residential Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (e) Each Owner being the first assignee of a Car Parking Space or a Motor Cycle Parking Space shall upon the assignment of the Car Parking Space or the Motor Cycle Parking Space (as the case may be) from the First Owner pay to the Manager his due share (to be decided by the number of Management Shares allocated to his Car Parking Space or Motor Cycle Parking Space (as the case may be)) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Carpark Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (f) Each Owner being the first assignee of a Unit shall upon the assignment of the Unit from the First Owner pay to the Manager his due share (to be decided by the number of Management Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Development Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.

## **21. Contributions and payment in advance**

Contributions and payments to be made by each Owner 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 subject to the provisions of this Deed and the Building Management Ordinance (Cap.344).

## **22. Additional charges, etc.**

Notwithstanding anything contained in this Deed the Manager shall be entitled in its discretion to charge a reasonable administrative fee as consideration for granting and processing any consent (which consent shall not be unreasonably withheld) required from the Manager pursuant to this Deed PROVIDED THAT such consideration shall be credited to the Special Fund.

## **23. Income other than management expenses**

- (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 in connection with their use of the Common Areas and Facilities as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners.
- (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 House Rules shall be paid into and form part of the management funds and :-
  - (i) In so far as they arise from or are attributable to the Development Common Areas and Facilities be notionally credited to the first part of the annual budget;
  - (ii) In so far as they arise from or are attributable to the Residential Common Areas and Facilities providing service to Owners of Residential Units of the Residential Accommodation be notionally credited to the first section of the second part of the annual budget;
  - (iii) In so far as they arise from or are attributable to the Carpark Common Areas and Facilities be notionally credited to the second section of the second part of the annual budget;

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 part or section of the annual budget or revised annual budget.

## **24. Interest and collection charge on late payment**

If any Owner shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date of demand, the Manager may impose on such Owner :-

- (a) Interest calculated on the amount remaining unpaid at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited for the number of days for which it remains unpaid from the due date until the actual date of payment (both dates inclusive); and
- (b) A collection charge of not exceeding 10% of the amount due, to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

## **25. Civil action by Manager**

All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same (including without limitation legal costs on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (and the claim in any such action may include a claim for the costs incurred by the Manager in such action on a solicitor and own client basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed shall raise or to 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.

## **26. Registration of charge against Undivided Share of defaulting Owner**

In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within thirty (30) 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 24 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 25 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

## **27. Order for sale**

Any charge registered in accordance with Clause 26 shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use,

occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 25 of this Deed shall apply equally to any such action.

**28. Proceedings to enforce this Deed and House Rules**

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 Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 25 of this Deed shall apply to all such proceedings.

**29. Application of insurance money etc.**

Subject to Clause 62 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 Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.

**30. Surplus after satisfaction of claim to be paid to relevant Owner**

Subject to Clause 31, 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 24 to 28 of this Deed the same shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, form part of the management funds.

**31. Amount to be credited to Special Fund**

All money paid to the Manager by way of interest and collection charges pursuant to Clause 24 and Clause 25 of this Deed shall be credited to the Special Fund.

**32. Person ceasing to be Owner ceases to have interest in Special Fund**

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 20(a) hereof and his contribution(s) towards the Special Fund under Clause 19 of this Deed to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Lot and the Development PROVIDED THAT any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner AND PROVIDED FURTHER THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 62 hereof, an appropriate part of the said funds, shall be divided proportionately between the Owners

contributing to the management expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in both case in proportion to the number of Undivided Shares held by such Owners.

### **33. Financial year**

The first financial year for the purpose of management of the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the following 31st day of December but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of the same year PROVIDED THAT the Manager shall have the right to change the financial year at any time upon giving notice published in the public notice boards of the Development but the financial year may not be changed more than once in every five (5) years unless that change is previously approved by a resolution of the Owners' Committee (if any).

### **34. Manager to maintain account**

- (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Lot and the Development.
- (b) Without prejudice to the generality of Clause 34(a), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the management of the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Clause 34 (a) or (b) in a prominent place in the Development.
- (d) Subject to Clauses 34(e) and (f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Lot and the Development into the account opened and maintained under Clause 34(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 34(b) above.
- (e) Subject to Clause 34(f) 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 determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under Clause 34(e) above or the payment of that amount into a current account in accordance with Clause 34(e) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).

- (g) Any reference in this Clause 34 to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Lot and the Development.
- (h) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.

### **35. The Manager to keep books and accounts**

- (a) Within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may decide, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, post a copy of the summary and balance sheet in a prominent place in the Development for display for at least seven (7) consecutive days.
- (b) The Manager must prepare an income and expenditure account and balance sheet (financial statements) for each financial year.
- (c) Each set of financial statements prepared under subparagraph (b) must include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be needed.
- (d) Any summary, balance sheet or income and expenditure account prepared under this clause must be signed by the Manager.
- (e) Any financial statements prepared under sub-clause (b) must be properly audited if either the total income or total expenditure contained in the income and expenditure account, or both of them, exceed or are likely to exceed the monetary amount specified in Section 27(2)(c) of the Building Management Ordinance (Cap.344).
- (f) For the purposes of sub-clause (e), any financial statements are properly audited if:-
  - (i) the financial statements are audited by an accountant approved by an Owners Resolution; and
  - (ii) the accountant reports for the audit under sub-sub-clause (i) as to whether the financial statements are, in the accountant's opinion, properly prepared so as to give a true and fair view of:-
    - (A) the financial transactions in respect of the management of the Lot and the Development for the period to which the income and expenditure account relates; and
    - (B) the financial position in respect of the management of the Lot and the Development as at the date to which the income and expenditure account is made up,

subject to any qualification that the accountant thinks fit.

(g) If any financial statements are prepared under sub-clause (b), the Manager must:-

- (i) if the financial statements are required by sub-clause (e) to be audited, display a copy of the financial statements and a copy of the accountant's report in respect of the audit in a prominent place in the Development as soon as reasonably practicable after the Manager obtains the report from the accountant, and cause them to remain so displayed for at least 7 consecutive days; or
- (ii) in any other case, display a copy of the financial statements in a prominent place in the building as soon as reasonably practicable after the statements are signed in accordance with sub-clause (d), and cause it to remain so displayed for at least 7 consecutive days.

(h) The Manager must permit a specified person to inspect any accounting document at any reasonable time.

(i) Subject to sub-clause (k), if a specified person requests, in writing, the Manager to supply the specified person with a copy of any accounting document, the Manager must supply the specified person with the copy within 28 days after the date on which the request is made.

(j) The Manager:-

- (i) may impose a reasonable copying charge for supplying the specified person with the copy in hard copy form; and
- (ii) must not impose any charge for supplying the specified person with the copy in electronic form.

(k) If:-

- (i) the request mentioned in sub-clause (i) is a request for a copy in hard copy form; and
- (ii) the Manager imposes under sub-clause (j)(i) a copying charge for supplying the specified person with the copy,

the Manager is not required to comply with the request unless the specified person pays the charge.

(l) In this clause:-

- (i) "accounting document" means:-

- (A) any book or record maintained, or document kept, under Clause 34(h);

- (B) any summary of income and expenditure, or balance sheet, prepared under sub-clause (a);
- (C) any financial statements prepared under sub-clause (b); or
- (D) any accountant's report in respect of an audit under sub-clause (f)(i);

(ii) "specified person" means:-

- (A) an Owner;
- (B) a registered mortgagee; or
- (C) any person duly authorized in writing by an Owner or registered mortgagee to conduct an inspection mentioned in sub-clause (h).

**36. [Intentionally Omitted]**

**37. Powers, functions and obligations of Manager**

The management of the Lot and the Development and the Common Areas and Facilities therein shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 10 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have 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 Common Areas and Facilities therein and the management thereof for and on behalf of all Owners 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 under the provisions of this Deed;
- (b) To manage, maintain and control the common driveways and parking areas on the Lot and the Development and to impound any cars, pedal bicycles, motor cycles and other vehicles parked in any area not reserved for parking of any vehicles or parked in any Carpark Units without the consent of the Owner or lawful occupier of such Carpark Units or any vehicle parked in any Visitors' Parking Spaces without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Carpark Units, Visitors' Parking Spaces and the Manager is entitled to charge reasonable administrative fees relative to the cars, pedal bicycles, motor cycles and other vehicles impounded as aforesaid (such fees shall be paid into the management funds);
- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities and such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire and other risks as the Manager shall reasonably deem fit, occupiers' liability, public liability and

the Manager's liability as employer in connection with the management of the Development 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 Lot and 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 and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure master insurance for the Development as a whole including those areas which are not the Common Areas and Facilities 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 Development;
- (e) To keep in good order and repair the lighting of the Common Areas and Facilities and such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed;
- (f) To keep the Common Areas and Facilities and such other areas outside the Lot but the management of which is taken up by the Manager for and on behalf of all Owners of the Lot under the provisions of this Deed in a clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those external walls, elevations and façade, including windows and window frames, situated in the Common Areas and Facilities;
- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities in good conditions to the satisfaction of the Director of the Lands in accordance with the Government Grant;
- (i) To choose from time to time the colour and type of façade of the Development, including that of the Residential Units;
- (j) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (k) To inspect and keep all the Common Areas and Facilities and such other areas outside the Lot that are required to be maintained under the Government Grant but the management of which is taken up by the Manager for and on behalf of all Owners of the Lot under the provisions of this Deed in good condition and working order and to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable (PROVIDED THAT any improvement or provision of additional facilities or services which involves expenditure in excess of 10% of the current annual management budget shall require the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed) and to keep the 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;

- (l) 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 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 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;
- (m) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (n) To replace any glass in the Common Areas and Facilities (including those forming part of the curtain walls) that may be broken;
- (o) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (p) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (q) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;
- (r) To prevent unauthorised obstruction of the Common Areas and Facilities and such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed and to remove and impound any structure article or thing causing the obstruction;
- (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 Development or any part thereof;
- (t) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Development at all times;
- (u) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, satellite or cable television system (if any) 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 Common

Areas and Facilities or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant and to demand and recover from the Owner 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 damages caused thereby to the satisfaction of the Manager;

- (w) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of 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 to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Lot and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent 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 High 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 Government Grant or this Deed;
- (y) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Government Grant or this Deed;
- (z) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof or such other areas outside the Lot but the management of which is taken up by the Manager under the provisions of this Deed;
  - (aa) To prevent any person from overloading the floors of the Development or any part or parts thereof;
  - (ab) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
  - (ac) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Lot and the Development as a whole or the Common Areas and Facilities or the Services (as hereinafter defined) with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (ad) To enter into contracts and to engage, appoint, employ, remunerate and dismiss

consultants, other professional property management companies, contractors, agents or sub-managers (including professional property management companies) to perform and carry out management works of the Lot and the Development or any part thereof on such terms and conditions as the Manager deems fit, PROVIDED THAT the Manager shall not transfer or assign its rights, duties or obligations under this Deed to any such persons and such persons shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the whole Development in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility;

- (ae) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Lot and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (af) To enforce the due observance and performance by the Owners of the terms and conditions of the Government Grant and this Deed 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 the Units maintain the Units owned or occupied by them in a satisfactory manner and if there is any default on the part of any such Owners or occupiers, to carry out any necessary maintenance works and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;
- (ah) Subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed), to grant or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management of the Lot and the Development PROVIDED THAT the granting of any such easements, quasi-easements, rights, privileges, licences, and informal arrangements shall not be in breach of the Government Grant and shall not affect the other Owners' sole and exclusive right and privilege to hold use and occupy their Units or impede or restrict the access to or from their Units PROVIDED FURTHER THAT if the obtaining of the said easement, quasi-easement, rights, privileges, licences, and informal arrangements is subject to any payment by the Owners, a resolution of the Owners at a meeting of Owners convened under this Deed is required;

- (ai) Subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed), 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 and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT the exercise of such right to grant the aforesaid shall not be in breach of the Government Grant and shall not interfere, prejudice or affect the right of the Owners to access and enjoy their Units or impede or restrict the Owners' access to any part of the Common Areas and Facilities and the Development PROVIDED FURTHER THAT if the obtaining of the said rights is subject to any payment by the Owners, a resolution of the Owners at a meeting of Owners convened under this Deed is required;
- (aj) Subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed), 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 Common Areas and Facilities of the Lot which the Manager shall in its absolute discretion deem appropriate PROVIDED THAT such grant shall not be in breach of the Government Grant and an Owner's access to and from their Units shall not be affected and PROVIDED THAT the right of an Owner to use and enjoy his Unit shall not be prejudicially affected and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land PROVIDED FURTHER THAT all payments received in connection with the grant of the aforesaid rights shall be credited to the Special Fund;
- (ak) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (al) Subject to the prior approval of the Owners' Committee (or the Owners' Corporation, if formed), 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 reasonably think fit PROVIDED THAT such use shall not be in breach of the Government Grant and all income arising therefrom shall be credited into the Special Fund and be dealt with in accordance with the provisions of this Deed PROVIDED FURTHER THAT any such right shall not interfere with any Owner's right to hold, use, occupy and enjoy his Unit or unreasonably impede or restrict the access to and from his Unit;
- (am) To remove any dogs, cats, birds or other animals or fowls from the Development if the same has been the cause of reasonable written complaint of at least three (3) other Owners or occupiers of the Development;
- (an) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development and such other social or recreational activities for the Owners of the Residential Units as the Manager shall in its reasonable discretion consider desirable;

- (ao) From time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation, if formed, to make, revoke or amend the House Rules as it shall deem appropriate which shall not be inconsistent with or contravene this Deed, the Government Grant and the Building Management Ordinance (Cap. 344);
- (ap) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed (PROVIDED THAT the Manager shall not unreasonably withhold its consent or approval) and to impose conditions or additional conditions and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (aq) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (ar) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees PROVIDED THAT any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed;
- (as) Subject to the prior approval of the Owners' Committee (if formed) or of the Owners' Corporation (if formed), in the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities 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 for such purpose including matters relating to payment of compensation PROVIDED THAT any benefit or monetary compensation so obtained shall be credited into the Special Fund;
- (at) Subject to the approval of the Owners' Committee or the Owners' Corporation, (if formed), 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 think fit PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not be in breach of the Government Grant and shall not interfere with any Owner's right to hold, use, occupy and enjoy his Unit or unreasonably impede or restrict the access to and from his Unit and all income arising therefrom shall be credited to the Special Fund and be dealt with in accordance with the provisions of this Deed;
- (au) To engage (with full authority hereby given by all Owners) suitable qualified

personnel to inspect, keep and maintain in good substantial repair and condition the Slope and Retaining Structures as required by the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual and with such other guidelines issued from time to time by appropriate Government departments regarding the maintenance of the Slope and Retaining Structures and to carry out any necessary works in relation thereto and to collect from the Owners in proportion to the Management Shares allocated to their Units such additional sums (in case of insufficient management funds) from time to time to cover all costs lawfully incurred or to be incurred in carrying out such maintenance, repair and any other works PROVIDED THAT the Manager shall not be personally liable for carrying out such maintenance, repair and any other works which must remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners And PROVIDED THAT for the purpose of this sub-clause "**the Manager**" shall include the Owners' Committee (if any) and the Owners' Corporation (when formed);

(av) Subject to the prior approval of the Owners' Committee (if any) or the Owners' Corporation (when formed) and the compliance of the Government Grant and all applicable laws and regulations

- (i) to make rules and regulations governing the use of the Club House including but not limited to the fixing of fees and charges for admittance and use of the facilities in the Club House from time to time and to collect such fees and charges from the permitted users of the facilities; and
- (ii) to let, hire, lease or licence all or any part of the Club House to any person for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit,

PROVIDED THAT all income deriving therefrom shall become part of the management funds for the Residential Accommodation and shall not be used other than for the purpose of the maintenance, operation, repair and improvement of the Club House and the facilities therein and that any deficit in the operation of the Club House or any part thereof shall be charged to the management funds for the Residential Accommodation;

(aw) (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as he may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected,

stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;

- (ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;
- (iii) Subject to the provisions of this Deed, to make House Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;

- (ax) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof;
- (ay) To engage qualified personnel to inspect or carry out a structural survey of 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;
- (az) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;
- (ba) To enforce the due observance and performance by the Owners or any person occupying any part of the Development of the terms and conditions of this Deed and the House Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;

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

- (bc) The Manager must, on the channels of communication among Owners on any business relating to the management of the Lot and the Development:-
  - (i) if there is an Owners' Corporation, to consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation convened under Schedule 3 to the Building Management Ordinance (Cap.344) and adopt the approach decided by the Owners' Corporation; or
  - (ii) if there is no Owners' Corporation, to consult (either generally or in any particular case) the Owners' Committee at a meeting of Owners convened under this Deed and adopt the approach decided by the Owners' Committee.
- (bd) In respect of any flat roof forming part of a Residential Unit, the Manager shall have the right at all times on prior reasonable notice (except in case of emergency) to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the flat roof or the parapet walls of the flat roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in this Deed as the "**gondola**" which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities PROVIDED THAT the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby PROVIDED FURTHER THAT the Manager shall (at its own costs and expenses) make good any damage caused thereby and ensure that the least disturbance is caused and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights;
- (be) To manage and maintain for and on behalf of the Owners the land, areas, structures, facilities or drains or channels whether within or outside (if required by the Government) the Lot, the construction of which is the liability and/or responsibility of the First Owner;
- (bf) To procure a registered fire service installation contractor as specified engaged or nominated by the DMC Manager (at the cost and expense of the relevant Owner) to carry out annual check of smoke detectors provided inside the living room of Residential Units with open kitchen and at the common lobby outside the Residential Units with open kitchen, sprinkler heads provided at the ceiling immediately above the open kitchen of any Residential Unit and other fire service installations provided inside the Residential Units with open kitchen and to submit the maintenance certificate(s) (if required) to the Fire Services Department;

- (bg) To assist the Owners to carry out (at the cost and expense of the relevant Owner) annual inspection of the fire service installations located inside the Residential Units with open kitchen in accordance with the Fire Safety Management Plan;
- (bh) To implement the Fire Safety Management Plan (including but not limited to staff training and carrying out of annual fire drill) and to issue any guideline(s) or direction(s) from time to time relating to its implementation, and where the Manager considers necessary, to enter with or without workmen equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Residential Units with open kitchen to carry out regular testing, inspection, maintenance, reinstatement or rectification of the fire services installations provided inside the Residential Units with open kitchen at that Owner's expense or to verify observance and compliance of provisions set out in the Fifth Schedule;
- (bi) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of all parts of the Common EV Facilities;
- (bj) To determine at its discretion the type of the EV charger permitted to be used by the occupier and Owner of a Carpark Unit;
- (bk) To permit the Government, all relevant Government authorities and utility companies or authorities, their officers, workmen, contractors, agents and other duly authorized personnel with or without tools, equipment, machinery or motor vehicles the right of free ingress, egress and regress at all times to, from and through the Lot or any part thereof for the purpose of laying, installing, relaying, diverting, removing, re-providing, replacing, inspecting, operating, repairing, maintaining and renewing any or all of the Government or other drain, culvert, waterway or watercourse, sewer, channels, drainage facilities, nullah, water main, valve, valve pit, chamber, pipe, cable, wire, utility service or any other services, works or installations which are now or may hereafter be running across, through or under or upon, over, under or adjacent to the Lot or any part or parts thereof (collectively, "**the Services**") as the Government or the relevant Government authorities and utility companies or authorities may require or authorize;
- (bl) To provide and maintain, as the Manager deems appropriate, a suitable CCTV imaging device for conducting inspection of any external drainage pipes enclosed by architectural features of the Development and to arrange trained personnel to operate the device, or to enter into contracts with service provider for conducting inspection of the said external drainage pipes by suitable CCTV imaging device;
- (bm) To conduct regular inspection of the pipework of the Development on specified intervals as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints or pipe brackets conditions concerning the external drainage pipes enclosed by architectural features;
- (bn) To permit The Hongkong Electric Company Limited to use the Transformer

Room Facilities at no cost to house its transformer(s) and any ancillary equipment and facilities for the purpose of serving the Lot and the Development and the Manager shall be responsible to maintain repair and reinstate the Transformer Room Facilities throughout the term of the Government Grant for and on behalf of the Owners; and

- (bo) To do all such other things as are reasonably incidental to the management of the Lot and the Development.

### **38. Further powers of Manager**

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 or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS that the right of the Owners of the Carpark Units to the proper use and enjoyment of such Carpark Units in accordance with the provisions of the Government Grant and this Deed shall not be affected;
- (b) To impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the management funds);
- (c) To impose charges for any such impoundment 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;
- (d) To charge the Owners for administrative fee for the temporary use of electricity, water or other utilities and for the collection and removal of fitting out or decoration debris (if any) PROVIDED THAT such charges shall be paid into the management funds;
- (e) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall be paid into the management funds;
- (f) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Development, 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 the Government and such rules and regulations shall not be inconsistent with or contravene this Deed, the Building Management Ordinance (Cap, 344) or the Government Grant;

- (g) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Development including any Unit necessary for the purpose of carrying out necessary repairs to any of the fresh or sea water mains and pipes serving the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall (as its own costs and expenses) make good any damage caused thereby and ensure that the least disturbance is caused;
- (h) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) into all or any parts of the Development including any Residential Unit, Carpark Units for the purpose of inspecting the toilets and to repair any part or parts of a toilet which shall leak and does or may affect the Common Areas and Facilities or other Owners at the expense of the Owner concerned PROVIDED THAT the Manager shall ensure that such inspection shall cause the least disturbance and shall (as its own costs and expenses) make good any damage caused thereby unless the same is due to the default of the Owner of such toilet and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights;
- (i) Subject to the approval of the Owners' Committee or the Owners' Corporation (if formed) to represent all the Owners to deal with all matters in connection with the Drainage Protection Zone, including but not limited to dealing with all Government authorities upon such terms and conditions as the Manager may think fit;
- (j) Subject to the approval of the Owners' Committee or the Owners' Corporation (if formed) to make good repair and where necessary to demolish or remove any structures objects or materials erected within the Drainage Protection Zone or to modify the Drainage Protection Zone when there are maintenance or repair works required to be done to the Utility and to do perform any other necessary works incidental to or in connection with the Drainage Protection Zone;
- (k) To manage, repair, upkeep, maintain and to keep well lighted the Common Areas and Facilities 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 Government Grant; and
- (l) Subject to the approval of the Owners' Committee (if formed), to charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities.

### **39. Manager's power of entry**

The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable

notice (except in case of emergency) into (i) all parts of the Development including all parts of any Unit for the purposes of carrying out necessary repairs and inspection to any part or parts of the Development or the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners; and (ii) any Residential Unit with open kitchen to carry out (at the cost and expense of the relevant Owner) maintenance and annual inspection of the fire service installations therein; PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good at the Manager's own costs and expenses any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights.

**40. Manager to manage Common Areas and Facilities**

The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed in respect of any matter concerning the Common Areas and Facilities.

**41. Manager's acts and decisions binding on Owners**

All acts and decisions of the Manager reasonably 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.

**42. The Manager's power to make House Rules, etc.**

- (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance, inspection and environmental control of the Lot and the Development, the Common Areas and Facilities, protection of the environment of the Development and implementation of noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the 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 House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be deposited in the management office of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.
- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed the terms and conditions of this Deed shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene this Deed, the Building Management Ordinance (Cap. 344) or the Government

Grant.

(c) 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 House Rules or non-observance thereof by any third party.

**43. Tender of major contracts**

Subject to Clause 15 and the provisos therein, the Manager shall award by tender all major contracts for performance of its duties hereunder which involves a sum exceeding twenty per cent (20%) of the total expenditure estimated in the annual budget through tender.

**SECTION VI**

**EXCLUSIONS AND INDEMNITIES**

**44. Manager not liable to Owner**

The Manager, its employees, 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 not being an act or omission involving criminal liability, dishonesty or negligence. No Owner will be required to indemnify the Manager, its servants or agents from and against all actions, proceedings, claims and demands whatsoever and all costs and expenses in connection therewith arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, servants, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager, its employees, 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 Development, or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development, or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- (e) theft, burglary or robbery within the Development;

UNLESS it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, servants, agents or contractors involving criminal liability or dishonesty or 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.

**45. Owners to be responsible for act or negligence of occupiers**

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

**46. Owners to be responsible for cost of making good loss and damage**

Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against the acts and omissions of all persons occupying any Unit 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 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 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 for which the Manager has in its reasonable discretion 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 VII**

**OWNERS' COMMITTEE**

**47. Establishment of Owners' Committee**

As soon as practicable but not later than nine (9) months from the date of this Deed, the Manager shall convene a meeting of the Owners (and to call further and subsequent meetings if required) to establish an Owners' Committee and appoint a chairman thereof or to appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344). The Owners' Committee shall consist of not fewer than three (3) members and not more than five (5) members, or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners, PROVIDED THAT :-

- (i) not more than three (3) members shall be elected from the Owners of the Residential Units to represent them in the Owners' Committee; and
- (ii) not more than one (1) member shall be elected from the Owners of the Carpark Units to represent them in the Owners' Committee.

(iii) not more than one (1) member shall be elected from the Owners of the Commercial Accommodation to represent them in the Owners' Committee.

#### **48. Functions of Owners' Committee**

The functions of the Owners' Committee shall include 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 annual budget and revised annual budget prepared by the Manager;
- (d) the approval of the Club Rules and the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the outgoing Manager in accordance with the provisions of Clause 12 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.

#### **49. Membership**

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 at any time on notice in writing being given to the Owners' Committee.
- (b) The husband, wife or adult family member of any Owner duly authorised by the Owner which authorisation shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee PROVIDED THAT such husband, wife or adult family member resides in such Owner's Unit.

PROVIDED THAT only Owners of the relevant part of the Development or their representatives shall be eligible for election and appointment as representatives of the relevant part of the Development to the Owners' Committee.

#### **50. Retirement from membership**

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

- (a) he resigns by notice in writing to the Owners' Committee; or
- (b) he ceases to be eligible 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, or the Owner(s) he represents, becomes incapacitated by physical or mental illness or death; or
- (e) he is removed from office by resolution of a duly convened meeting of Owners; or
- (f) his authority is revoked by the Owner(s) he represents.

In any of the events provided for in sub-clauses (a), (c) or (d) of this Clause resulting in the number of members of the Owners' Committee being less than three (3), the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

## **51. Meetings**

A meeting of the Owners' Committee may be convened at any time by the chairman or any two (2) members of the Owners' Committee PROVIDED THAT one such meeting to be known as the annual meeting shall be held once in each calendar year commencing with the year following the date of this Deed for the purpose of transacting any other business of which due notice is given in the notice convening the meeting.

## **52. Notice of meeting**

The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee. Such notice of meeting shall specify (i) the date, time and place of the meeting; and (ii) the resolutions (if any) that are to be proposed at the meeting. Such notice of meeting may be given :-

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

## **53. Quorum**

The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater. No business shall be transacted at any time by the Owners'

Committee unless a quorum is present when the meeting proceeds to business. If within half an hour from 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.

#### **54. Chairman**

A meeting of the Owners' Committee shall be presided over by :-

- (a) the chairman; or
- (b) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.

The first chairman appointed pursuant to Clause 47 hereof shall be chairman until the next annual meeting. Thereafter the chairman shall be chosen by the Owners at the first or any other meeting of the Owners held pursuant to this Deed.

#### **55. Meeting Procedures**

The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

#### **56. Resolutions**

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

- (a) 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;
- (b) (i) A resolution put to the vote of the meeting shall be decided on a show of hands only;
- (ii) At a meeting of the Owners' Committee, each member present shall have one vote on a resolution put to the vote of the meeting or on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.

#### **57. Owners' Committee not liable**

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 not being anything 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 from and against all actions,

proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deeds, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.

#### **58. No Remuneration**

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 reasonably and necessarily incurred in carrying out their duties.

#### **59. Records and Minutes**

(a) The Owners' Committee shall cause to be kept records and minutes of :-

- (i) the appointment and vacation of appointments of all its members and all changes therein;
- (ii) all resolutions and notes of proceedings of the Owners' Committee;
- (iii) the members present at all meetings.

(b) Such records and minutes 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 extracts thereof on paying reasonable charges therefor. All copying charges received shall be credited to the Special Fund.

#### **60. Sub-Committees**

Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Development or to co-opt any person eligible under Clause 49 who are not members of the Owners' Committee to serve on such sub-committees.

### **SECTION VIII**

#### **MEETING OF OWNERS**

#### **61. Meetings**

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 matters concerning the Development and in regard to such meetings the following provisions shall apply :-

(a) A meeting of Owners may be convened by :-

- (i) the Owners' Committee;
- (ii) the Manager; or

- (iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.

(b) A notice of a meeting of Owners convened under this Deed may be given :-

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

(c) The quorum at a meeting of Owners convened under this Deed is 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause to "**10% of the Owners**" shall :-

- (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Lot and the Development were divided; and
- (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.

(d) A meeting of Owners convened under this Deed must be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 61(a)(ii) or (iii) above, the person convening the meeting.

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

(f) At a meeting of Owners convened under this Deed :-

- (i) an Owner shall have one vote in respect of each Undivided Share he owns;
- (ii) an Owner may cast a vote personally or by proxy;
- (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast :-

- (A) by a proxy jointly appointed by the co-Owners;
- (B) by a person appointed by the co-Owners from amongst themselves; or
- (C) if no appointment is made under sub-sub-clause (A) or (B), either by one of the co-Owners personally or by a proxy

appointed by one of the co-Owners;

- (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
- (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

(g) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap.344), and :-

- (A) shall be signed by the Owner; or
- (B) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.

(ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 61(a)(ii) or (iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.

(iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

(h) The procedure at a meeting of Owners convened under this Deed is as is determined by the Owners. Without prejudice to the Building Management Ordinance (Cap.344), the procedure at meeting of Owners shall be subject to the provisions set out in Part B of the Sixth Schedule hereto.

(i) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development PROVIDED as follows :-

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

- (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 of the Manager.
- (v)
  - (A) A resolution may be passed by a majority of the votes of the Owners voting either personally or by proxy; and supported by the Owners of not less than 50% of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) terminate by notice the Manager's appointment without compensation.
  - (B) A resolution under preceding sub-sub-clause (A) shall have effect only if :
    - (I) the notice of termination of appointment is in writing;
    - (II) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
    - (III) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
    - (IV) the notice and the copy of the resolution is given to the Manager within 14 days after the date of the meeting.
  - (C) The notice and the copy of the resolution referred to in preceding sub-sub-clause (B) may be given :
    - (I) by delivering it personally to the Manager; or
    - (II) by sending it by post to the Manager at its last known address.
- (vi) For the purposes of the immediately preceding sub-clause (j)(v) :
  - (A) only the Owners of Undivided Shares who pay or who are liable to pay the management contribution relating to those Undivided Shares shall be entitled to vote; and
  - (B) the reference in the said sub-clause (j)(v) to "**the Owners of not less than 50% of the total number of Undivided Shares**" shall be construed as a reference to the Owners of not less than 50% of the total number of Undivided Shares who are entitled to vote.

- (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 seventy-five per cent (75%) of the total number of Undivided Shares in 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 Government Grant 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 Government Grant as aforesaid.
  - (ii) A resolution to rebuild or redevelop the Development otherwise than in accordance with Clause 62 of this Deed.
- (k) Without affecting the provisions herein contained requiring certain matters to be decided only by resolutions passed by the Owners holding not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Development, a resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than one half of the total number of Undivided Shares in 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) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, the person in whom the Undivided Shares allocated to the Common Areas and Facilities are vested as trustee for all the Owners shall have no voting right in respect of such Undivided Shares in any meetings of the Owners whether under this Deed, the Building Management Ordinance (Cap.344) or otherwise and such Undivided Shares shall not be taken into account in determining the quorum for any meetings or for determining the total number of Undivided Shares in the Development referred to in this Section VIII and such Undivided Shares shall not carry any liability to pay charges under this Deed.

## SECTION IX

### EXTINGUISHMENT OF RIGHTS

#### **62. Meeting of Owners in event of Development being damaged**

In the event of the whole or 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 habitation or use or occupation, the Owners of not less than 75% of the Undivided Shares allocated to that damaged part of the Development (excluding the

Undivided Shares allocated to the Common Areas and Facilities), shall convene a meeting of the Owners whose right to exclusive use, occupation and enjoyment of such part of the Development have been so affected and such meeting may resolve by a seventy-five per cent (75%) majority of the Owners present in person or by proxy holding not less than seventy-five per cent (75%) of the total Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and Facilities) and voting that by reason of insufficiency of insurance money or changes in building law 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 by 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 the relevant 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 proceeds 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. The resolution is to be binding upon all the Owners of the damaged part(s).

### **63. Provision applicable to such meeting of Owners**

The following provisions shall apply to a meeting convened by the Manager as provided in Clause 62 hereof :-

- (a) Every such meeting shall be convened by at least fourteen (14) days' notice in writing posted on the public notice boards of the Development specifying the time, date and place of the meeting;
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares in the part of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) The Manager shall be the chairman of the meeting;
- (d) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;

- (e) Every Owner shall have one vote for each Undivided Share allocated to the part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) 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 Owner whose name stands first in relation to that Undivided Share in the register kept at the Land Registry shall have the right to vote, and in case of equality of votes, the chairman shall have a second or casting vote;
- (f) Votes may be given either personally or by proxy;
- (g) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;
- (h) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) 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; and
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (i) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Development in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

## SECTION X

### MISCELLANEOUS PROVISIONS

#### **64. Schedules 7 and 8 to the Building Management Ordinance, etc.**

- (a) No provision of this Deed shall contradict, overrule or fail to comply with the provisions of the Building Management Ordinance (Cap. 344) and the Schedules thereto.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (both of the English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund.

**65. Owners to notify Manager when ceasing to be Owner**

Each Owner shall on ceasing to be the Owner of any Undivided Share and the premises enjoyed therewith upon assignment of his Unit notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment and such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner upon assignment of his Unit.

**66. No liability after ceasing to be Owner**

Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share upon assignment of his Unit, be liable for any debt liability or obligation under the covenants and provisions of this Deed in respect of such Undivided Share and the premises held therewith upon assignment of his Unit save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or provision prior to his ceasing to be the Owner thereof.

**67. Public notice boards, etc.**

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 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 three (3) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

**68. Service of notices, etc.**

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 to whom the notices or demands are given and sent by prepaid post to or left at the Residential Unit or the letter box thereof or the Carpark Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the Units 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, if an individual, at his last known address. All notices required to be given to the Manager shall be sufficiently served if delivered personally to the Manager or sent by prepaid post addressed to the Manager's last known address.

**69. Provision of address in Hong Kong**

Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of

notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.

#### **70. Compliance with the Government Grant**

- (a) No provisions in this Deed shall conflict with or be in breach of the conditions of the Government Grant. If any provisions contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (b) Each Owner (including the First Owner) shall comply with the conditions of the Government Grant in so far as he remains and as one of the Owners for the time being of the Lot and the Manager shall comply with the conditions of the Government Grant so long as it is the manager of the Development.

#### **71. Chinese translation**

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

#### **72. Plans of Common Areas and Facilities**

A copy of plans showing the Common Areas and Facilities (if and where capable of being shown on plans) certified as to their accuracy by or on behalf of the Authorised Person shall be prepared by the First Owner, annexed to this Deed, kept at the management office and shall be available for inspection by the Owners free of costs and charges during normal office hours.

#### **73. During existence of Owners' Corporation**

During the existence of an Owners' Corporation of the Development, the general meeting of the Owners' Corporation convened under the Building Management Ordinance (Cap.344) shall take the place of the meeting of Owners hereunder, and where a management committee of the Owners' Corporation is or has been appointed the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder.

#### **74. Works and Installations**

- (a) The First Owner shall at its own cost and expense prepare and compile the Maintenance Manual for the Works and Installations and its schedules for the reference of the Owners and the Manager setting out the following details :-
  - (i) As-built record plans of the building and services installations together

with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;

- (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) Recommended maintenance strategy and procedures;
- (iv) A list of items of the Works and Installations requiring routine maintenance;
- (v) Recommended frequency of routine maintenance inspection;
- (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) Recommended maintenance cycle of the Works and Installations.

(b) Within one (1) month after the date of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations which includes a list/schedule of items of the Works and Installations in the management office for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same PROVIDED THAT all charges received therefrom shall be credited into the Special Fund.

(c) (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.

(ii) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for the Units including those part or parts of the Works and Installations forming part of their Units.

(d) The Owners may, by a resolution passed at a meeting of Owners convened under this Deed, make, amend, revise and revoke the Maintenance Manual for the Works and Installations (including the said schedule) or the Works and Installations listed in the Fourth Schedule hereto or any part thereof as may be necessary (e.g. the addition of works and installations in the Lot and the Development, the updating of maintenance strategies in step with changing requirements etc.), in which event the Manager shall procure a revised Maintenance Manual for the Works and Installations (including the said schedule) or any amendments thereto from a qualified professional or consultant within such time as may be prescribed by the Owners in a meeting of Owners convened under this Deed. All costs and expenses of and incidental to the preparation of the revised Maintenance Manual for the Works and Installations

(including the said schedule) or any subsequent amendments thereto shall be borne by the Owners and paid out of the Special Fund.

(e) The Manager shall deposit the revised Maintenance Manual for the Works and Installations (including the said schedule) and any subsequent amendments thereto in the management office within one month after the date of its preparation for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same PROVIDED THAT all charges received therefrom shall be credited into the Special Fund.

**75. Deed Binding on Executors, etc.**

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

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

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

78. (a) Nothing herein shall prejudice the operation of the Building Management Ordinance (Cap.344) 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. During the existence of an Owners' Corporation under the Building Management Ordinance (Cap.344), and the general meeting of the Owners' Corporation shall take the place of the meeting of Owners under this Deed, and the management committee of the Owners' Corporation shall take the place of the Owners' Committee under this Deed.

(b) Notwithstanding anything herein contained, it is hereby specifically agreed that the provisions of Schedule 7 and Schedule 8 to the Building Management Ordinance

(Cap.344) shall bind all Owners and the Manager and shall prevail over any other provision in this Deed that is inconsistent with them.

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

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Part A**

**Allocation of Undivided Shares**

(A) Residential Unit 7,524 Undivided Shares

<b>Floor</b>	<b>Unit A</b>	<b>Unit B</b>	<b>Unit C</b>	<b>Unit D</b>	<b>Unit E</b>	<b>Unit F</b>
2nd	102 <sup>#</sup>	47 <sup>#</sup>	48 <sup>#</sup>	102 <sup>#</sup>	-	-
3rd	59	47	48	59	35	35
5th	59	47	48	59	35	35
6th	59	47	48	59	35	35
7th	59	47	48	59	35	35
8th	59	47	48	59	35	35
9th	59	47	48	59	35	35
10th	59	47	48	59	35	35
11th	59	47	48	59	35	35
12th	59	47	48	59	35	35
15th	96	100	94	-	-	-
16th	96	100	94	-	-	-
17th	96	100	94	-	-	-
18th	96	100	94	-	-	-
19th	96	100	94	-	-	-
20th	96	100	94	-	-	-
21st	96	100	94	-	-	-
22nd	96	100	94	-	-	-
23rd	96	100	94	-	-	-
25th	150 <sup>#</sup>	117 <sup>#</sup>	-	-	-	-
26th	149	116	-	-	-	-
27th	149	116	-	-	-	-
28th	149	116	-	-	-	-
29th	149	116	-	-	-	-
30th	149	116	-	-	-	-
31st	237 <sup>#</sup>	-	-	-	-	-
32nd	239 <sup>*^</sup>	-	-	-	-	-

(B) 39 Car Parking Spaces 507 Undivided Shares  
 (13 Undivided Shares each)  
 (Nos.1 to 3, 5 to 12 and 15 to 22  
 on Basement 1 Floor, Nos.23, 25 to 33,  
 35 to 43 and 45 on Basement 2 Floor)

(C)	2 Motor Cycle Parking Spaces (2 Undivided Shares each) (No.M1 on Basement 1 Floor and No.M2 on Basement 2 Floor)	4 Undivided Shares
(D)	Commercial Accommodation	246 Undivided Shares
(E)	Common Areas and Facilities	300 Undivided Shares
Grand Total:		<u>8,581 Undivided Shares</u>

Notes :-

- (i) There are no 4th Floor, 13th Floor, 14th Floor and 24th Floor
- (ii) <sup>#</sup> means including the flat roof pertaining thereto
- (iii) <sup>\*</sup> means including the roof pertaining thereto
- (iv) <sup>^</sup> means including the Stairhood pertaining thereto

**Part B**

**Allocation of Management Shares**

(A) Residential Unit 7,524 Management Shares

<b>Floor</b>	<b>Unit A</b>	<b>Unit B</b>	<b>Unit C</b>	<b>Unit D</b>	<b>Unit E</b>	<b>Unit F</b>
2nd	102 <sup>#</sup>	47 <sup>#</sup>	48 <sup>#</sup>	102 <sup>#</sup>	-	-
3rd	59	47	48	59	35	35
5th	59	47	48	59	35	35
6th	59	47	48	59	35	35
7th	59	47	48	59	35	35
8th	59	47	48	59	35	35
9th	59	47	48	59	35	35
10th	59	47	48	59	35	35
11th	59	47	48	59	35	35
12th	59	47	48	59	35	35
15th	96	100	94	-	-	-
16th	96	100	94	-	-	-
17th	96	100	94	-	-	-
18th	96	100	94	-	-	-
19th	96	100	94	-	-	-
20th	96	100	94	-	-	-
21st	96	100	94	-	-	-
22nd	96	100	94	-	-	-
23rd	96	100	94	-	-	-
25th	150 <sup>#</sup>	117 <sup>#</sup>	-	-	-	-
26th	149	116	-	-	-	-
27th	149	116	-	-	-	-
28th	149	116	-	-	-	-
29th	149	116	-	-	-	-
30th	149	116	-	-	-	-
31st	237 <sup>#</sup>	-	-	-	-	-
32nd	239 <sup>*^</sup>	-	-	-	-	-

(B) 39 Car Parking Spaces 507 Management Shares  
 (13 Management Shares each)  
 (Nos.1 to 3, 5 to 12 and 15 to 22  
 on Basement 1 Floor, Nos.23, 25 to 33,  
 35 to 43 and 45 on Basement 2 Floor)

(C) 2 Motor Cycle Parking Spaces (2 Management Shares each) (No.M1 on Basement 1 Floor and No.M2 on Basement 2Floor)	4 Management Shares
(D) Commercial Accommodation	246 Management Shares
<b>Grand Total: <u>8,281 Management Shares</u></b>	

Notes :-

- (i) There are no 4th Floor, 13th Floor, 14th Floor and 24th Floor
- (ii) <sup>#</sup> means including the flat roof pertaining thereto
- (iii) <sup>\*</sup> means including the roof pertaining thereto
- (iv) <sup>^</sup> means including the Stairhood pertaining thereto

## **THE SECOND SCHEDULE**

### **RIGHTS, PRIVILEGES AND EASEMENTS**

The rights and privileges conferred as particularised under Part A and subject to which as specified in Part B 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.

#### **Part A**

##### **1. Right and privileges of Owners**

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 rights and privileges SUBJECT TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager as provided in this Deed:-

**(a) Right of way to use the Development Common Areas and Facilities**

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 tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use or to receive the benefit of the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his premises SUBJECT as aforesaid;

**(b) Right to support and shelter**

The right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid;

**(c) Right of passage of water, etc.**

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his premises through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his premises or the Development or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid; and

**(d) Right of entry to other parts of the Development to repair**

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon reasonable prior notice (except in the case of emergency) to enter upon other parts or Units of the Development for the purpose of carrying out any works for the maintenance and repair of his premises including any conducting media exclusively serving the same (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. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media.

(e) Other easements, rights and privileges

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

**2. Right of way to use the Residential Common Areas and Facilities**

In addition to the above rights and privileges the Owner of each Undivided Share in the Residential Units shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) (a) 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; (b) to go pass and repass over and along and to use the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Visitors' Parking Spaces PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

**3. Right of way to use the Carpark Common Areas and Facilities**

In addition to the above rights and privileges the Owner of each Undivided Share in the Carpark Units shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) (a) to go pass or repass over and along and to use the Carpark Common Areas and Facilities for the purposes for which they are designed; (b) Subject to the provisions of Clauses 42 and 43 of the Third Schedule to this Deed, the full right and liberty (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being at his own cost and expense to install, maintain, repair and replace an electric meter, EV charger and such associated facilities within the electrical meter room for EV charger of the Carpark Common Areas and Facilities and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the Carpark Common Areas and Facilities at such locations and in such manner to be approved by the Manager for the purposes of or in connection with the use and enjoyment and

operation of the Non-common EV Facilities serving his Carpark Unit exclusively and the Owner of each Residential Unit shall have the right to go, pass and repass over and along and to use the Carpark Common Areas and Facilities for the purpose of accessing the Residential Common Areas and Facilities and the Development Common Areas and Facilities; and (c) to go pass and repass over and along and to use the lifts and portion of the Residential Common Areas and Facilities on the Basement 1 Floor, Basement 2 Floor and the Ground Floor of the Development (which forms part of the Residential Common Areas and Facilities and for the purposes of identification only shown coloured Yellow Cross Hatched Black on plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto) ("Joint Lobbies") to get access to and for all purposes connected with the proper use and enjoyment of the Carpark Units PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same PROVIDED FURTHER THAT the Owners of the Carpark Units shall share and bear a [ x ] / [y] of the costs and expenses in connection with the repair and maintenance of the lifts and the Joint Lobbies {Note: x = total management shares of all the Carpark Units and y = total management shares of all the Residential Units and Carpark Units}.

## **Part B**

The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held :-

(a) Manager's right of entry

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 workmen, contractors and others and with or without equipment and apparatus to enter into and upon his premises for the purposes of carrying out necessary repairs to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners, PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at his own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights;

(b) Manager's right to operate, etc. the gondola (if any)

The full right and privilege of the Manager at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the flat roof or the parapet walls of the flat roof as may be determined by the Manager the gondola (if any) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities PROVIDED THAT the use and enjoyment by the Owner of the Residential Unit shall not be

unreasonably affected or prejudiced thereby PROVIDED FURTHER THAT the Manager shall (at its own costs and expenses) make good any damage caused thereby and ensure that the least disturbance is caused and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights;

(c) Rights of the First Owner

Rights of the First Owner set forth in Sections III and IV of this Deed;

(d) Rights of the Owner of the Commercial Accommodation

Rights of the Owner of the Commercial Accommodation set forth in Section IV of this Deed;

(e) Rights of the Government

The right and privilege of the Government its officers contractors workmen and any persons authorized by it with or without tools equipment plant machinery or motor vehicles to enter into the Lot and the Development or any part thereof at all times for the purpose of laying inspecting repairing and maintaining the Utility and carrying out inspection repair alteration replacement maintenance or any other works in or in connection with the Utility as the Government may require; and

(f) Other rights

Rights and privileges equivalent to those set forth in sub-clauses (b), (c) and (d) of Clause 1 of Part A of this Second Schedule.

## THE THIRD SCHEDULE

### COVENANTS, PROVISIONS AND RESTRICTIONS

#### **1. No structural alteration**

No Owner shall make any structural alteration to any part of the Development owned by him (including but not limited to the structure or façade of the Unit owned by him 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 Development whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities) nor shall any Owner use, 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 not being equipment or apparatus for his exclusive use and benefit.

#### **2. Not to vitiate insurance**

No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this 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. Not to partition**

No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Development or any of the Residential Units or Carpark Units therein.

#### **4. Not to interfere with the construction, management, etc. of the Development**

Subject to the provisions of Clause 8 of this Deed, no Owner shall do or permit or suffer to be done by his 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 Development at any time in the course of construction or the management and the maintenance of the Development.

#### **5. No conversion of the Common Areas and Facilities**

- (a) No Owner (including the First Owner) shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.
- (b) No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities any such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the

same as may be held by him unless the approval by a resolution of the Owners at a meeting of Owners convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.

#### **6. Not to obstruct the Common Areas and Facilities**

No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things 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 Development.

#### **7. Not to use for illegal or immoral purpose**

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 to the other Owners and occupiers for the time being of the Development.

#### **8. Not to use for offensive purpose, etc.**

- (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Grant, the Occupation Permit, this Deed and any Ordinances and Regulations from time to time applicable thereto.
- (b) No Owner shall use or cause or permit any Residential Unit to be used for industrial or godown purposes or for the purpose of pawn shop, goods taking point, mahjong school, funeral parlour, coffin shop, temple, buddhist hall, columbarium, grave or any form of ancestor worship or for the performance of the ceremony known as “Ta Chai (打齋)” or any similar ceremony or as a boarding house, apartment house, tutorial school, dance hall, music hall or for any noisy or offensive trade or business, or purpose related to gambling, the production, sale, storage, display or viewing of pornographic materials, funeral, burial, cremation.

#### **9. User**

No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles, and no Carpark Units shall be used other than for the purpose of parking private motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation and the Carpark Units and Visitors’ Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and/or servicing and beauty services and no structure or partitioning shall be erected thereon without the prior consent in writing of the Manager and only one (1) private motor vehicle shall be parked in each Car Parking Space and only one (1) motor cycle shall be parked in each Motor Cycle Parking Space, SAVE AND EXCEPT that the First Owner may use the

relevant part(s) of the Development as show flat(s) and/or sales office or for such period or periods as it shall in its discretion consider appropriate subject to the Government Grant.

**10. Not to erect partitioning to block the fire exits and windows**

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

**11. Not to erect structure, etc. on the balcony, utility platform, roof, etc. of the Residential Unit**

- (a) No Owner shall erect, build or install or cause or permit to be erected, built or installed any structure or other things, whether permanently or temporarily, on the balcony or utility platform forming part of his Residential Unit.
- (b) No Owner shall erect, build or install or cause or permit to be erected, built or installed any structure or other things above safe parapet height, or the height of balustrade or railing, as the case may be, whether permanently or temporarily, on the roof, flat roof or garden forming part of his Residential Unit.
- (c) The Manager shall have the right to demand to remove anything erected, built or installed on the roof, flat roof, balcony or utility platform of his Residential Unit or any part thereof in contravention of this provision at the cost and expense of the Owner erecting, building or installing the same.

**12. Not to affix any metal grille, shutter or gate at window, doors or entrance of Residential Unit**

- (a) No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any part of his Residential Unit any metal grille or shutter or gate of any material except with the prior written consent of the Manager.
- (b) No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows of any part of his Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force and the design of any metal grille or shutter or gate shall comply strictly in accordance with such guidelines and/or specifications that may from time to time be issued by the Manager and the subsequent installation shall follow strictly in accordance with the said guidelines and/or specifications.

**13. Not to display advertising sign from Residential Unit**

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.

**14. Not to store dangerous goods, etc. in Residential Unit**

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.

**15. Not to store goods in Residential Unit**

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.

**16. Not to interfere with communal television and radio aerial system, etc. provided in the Development**

No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, satellite and/or cable television system (if any), fixtures or any other installation within any portion of the roofs or flat roofs or external surfaces provided in the Development as part of the Common Areas and Facilities.

**17. Not to install private aerial system, etc. and air-conditioning without Manager's consent**

(a) No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same.

(b) 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 Development other than on the Areas for Air-Conditioning or at those 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.

**18. Not to install external signs, etc. outside the exterior of Unit**

Subject to the rights of the First Owner herein provided, no Owner shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Unit or any part of the Development or be projected from the Development or any part thereof except with the written consent of the Manager who may in its discretion impose conditions to the consent.

**19. Not to hang clothing or laundry outside Residential Unit or the Common Areas**

## **and Facilities**

No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any clothing, laundry or object(s) in the Common Areas and Facilities or outside his Residential Unit (other than in the external laundry drying areas (if any) specifically provided therefor) or in any manner that may adversely affect the external appearance of the Development.

### **20. Not to hang washing upon flat roofs, etc. of the Development**

No Owner shall 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 within such part(s) of his Residential Unit including (without limitation) on or in or upon or above any door, window, bay window or above parapet/balustrade height in any balcony, utility platform, flat roof or roof of his Residential Unit, the entrance halls of the Development or any other areas which shall constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.

### **21. Not to erect or build upon the flat roof etc. of Residential Unit or the Development**

No Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion) erect or build or suffer to be erected or built on or upon the roof, flat roof or garden (if any) forming part of his Residential Unit or the Development any structure whatsoever either of a permanent or temporary nature.

### **22. Not to clog the drainage system**

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

### **23. Not to misuse water closets**

Not to use water closets and other water apparatus in 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 paid for by the Owner or occupier in whose Unit it shall have been caused.

### **24. No excessive noise**

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

## **25. Pets**

- (a) No Owner (other than the Owner of the Commercial Accommodation the business of which is associated with live poultry, pets, birds or other animals) shall bring on to or keep any live poultry, pets, dogs, cats, birds or other animals on any part of the Development if such live poultry, pets, dogs, cats, birds or other animals is causing a nuisance or disturbance to other Owners or occupiers of the Development and has been the cause of reasonable written complaint by at least three (3) Owners or occupiers of any part of the Estate or the relevant Rules governing the same have not been complied with. In any event, no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash. In case of any differences or dispute between the Owners or occupiers in connection with the keeping of live poultry, pets, dogs, cats, birds or other animals within the Development, the decision of the Manager shall be conclusive and binding in all respects on all the Owners and occupiers for the time being.
- (b) Notwithstanding sub-clause (a) above, dogs may be kept by the Manager at the Development for the management and security of the Development and 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.
- (c) Where the keeping of dogs, cats, birds, pets or animals or fowls is permitted under sub-clause (a) above, to at all times comply with all House Rules and all laws including without limitation the Dogs and Cats Ordinance (Cap.167) applicable to the keeping, regulation or control of his dogs, cats, birds, pets or animals.

## **26. Supervision of children**

Not to allow children to play in the Common Areas and Facilities (except such parts of the Recreational Areas and Facilities designed for children) and any damage to or discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupier of the Residential Unit in which the child or children concerned reside or visit.

## **27. Not to alter the facade or external appearance of the Development**

No Owner shall paint or alter the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the façade or external appearance of the Development (including any part owned by him) without the prior consent in writing of the Manager.

## **28. Not to discard refuse, etc.**

No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of 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.

**29. Not to allow articles to obstruct Common Areas and Facilities**

Not to allow bicycles, baby carriages or similar vehicles or articles to obstruct any Common Areas and Facilities.

**30. Not to contravene the Air Pollution Control Ordinance**

No Owner shall install any furnace, boiler or other plant or equipment or use any fuel 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 which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.

**31. Not to contravene the Fire Services Ordinance**

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 or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then 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 in its absolute discretion think fit.

**32. Not to perform installation or repair works to the electrical wiring**

No Owner shall perform installation or repair works to the electrical wiring from the switch rooms 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 by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

**33. Floor loading**

No Owner shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this clause the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein.

**34. Maintenance of Slope and Retaining Structures**

(a) The Owners shall at their own expense in the proportion of the number of Management Shares allotted to their respective Units maintain and carry out all works in respect of the Slope and Retaining Structures (if any) as required by the Government Grant and in accordance with the "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual.

(b) The First Owner shall deposit a full copy of the Slope Maintenance Manual at the management office within one month from the date of this Deed. The Slope Maintenance Manual shall be available for inspection by the Owners free of charge during the normal office hours of the Manager and the taking of copies by the Owners upon request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.

**35. To pay Government rent**

Every Owner shall pay and discharge all existing and future Government rent (unless the same forms part of the management expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of such part of the Development of which he is the Owner and to indemnify the other Owners from and against all liability thereof.

**36. To observe the Government Grant, etc.**

Every Owner (including the First Owner) shall covenant with each other to observe and comply with all terms and provisions of the Government Grant and this Deed so long as he remains an Owner of an Undivided Share of the Development.

**37. To observe all ordinances, bye-laws, etc.**

Every Owner shall comply with and observe all ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong governing the control of any form of pollution, including air, noise, water and waste pollution, and for the protection of the environment.

**38. Not to interfere with the operation of the gondola (if any)**

No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the roof, flat roof and/or the parapet walls of the roof or flat roof pertaining to its Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola (if any) by the Manager at any time in the course of the management and/or the maintenance of the Development.

**39. Owner of Residential Unit with open kitchen to observe the Fire Safety Management Plan**

The Owner(s) of the relevant Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan in particular the fire safety provisions set out in the Fifth Schedule, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.

**40. Maintenance of Drains**

The Owners shall at their own expense maintain and keep and shall procure the

Manager to maintain and keep the sewers, drains and pipes on and in the Lot and forming part of the Common Areas and Facilities whether serving exclusively the Lot or the Development or otherwise in good and substantial repair and condition and free and clear from all obstructions.

#### **41. Non-enclosed Areas**

- (a) The balcony and/or utility platform shall only be used as balcony and utility platform (as the case may be) in relation to or in connection with use and enjoyment of the Residential Units for which they are provided. No Owner of any Residential Unit shall use the Areas for Air-Conditioning for any purpose other than for placing or installing air-conditioning unit(s)/air-conditioner(s).
- (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way.
- (c) The Non-enclosed Areas shall not be enclosed wholly or partly above safe parapet height other than as under the Building Plans.
- (d) Each Owner of the Non-enclosed Areas shall (i) at his own cost keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance (Cap. 123) and such other ordinances, bye-laws and regulations promulgated by the Government from time to time; and (ii) be responsible for the financial support and maintenance of the same.
- (e) In the event of the above clauses being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid clauses including but not limited to the right upon prior reasonable notice (except in the case of emergency) with or without workmen, contractors and others and with or without equipment and apparatus to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid clauses PROVIDED THAT That the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at his own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.

#### **42. Ownership and maintenance of Non-common EV Facilities**

- (a) Each Owner of the Carpark Units shall at his own costs and expenses be

responsible for the maintenance, inspection, security, repair, replacement and renewal of the Non-common EV Facilities serving his Carpark Unit exclusively and the ownership of all such facilities shall belong to him. Each Owner of the Carpark Units shall indemnify the Owners or occupiers of other Carpark Units for his failure to observe and comply with the provisions of this Clause for the loss and damage that may be suffered by the Owners or occupiers of other Carpark Units.

- (b) Without prejudice to the generality of sub-clause (a) above, if any Owner of Carpark Unit shall fail to repair or maintain the Non-common EV Facilities serving his Carpark Unit exclusively in accordance with sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of the Development or the Owners or occupiers of the other Carpark Units, the Manager shall have the right and power, but not be obliged, to carry out such repairs or maintenance works to the relevant Non-common EV Facilities and make good all damage (if any) caused by the Owner's failure to repair or maintain as the Manager shall in its absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Carpark Unit on a full indemnity basis as a debt.
- (c) The appearance and standards (including but not limited to the design, specification and use of materials) of all replaced Non-common EV Facilities installed by an Owner of Carpark Unit shall be consistent and compatible with the appearance and standards of the original Non-common EV Facilities installed for his Carpark Unit or such other appearance or standards as approved by the Manager PROVIDED THAT no repairing, maintenance and replacement work shall be commenced unless with the Manager's prior approval. Any payment received for the aforesaid approval shall be credited to the Special Fund.

### **43. Compliance with Ordinances, etc. in respect of Non-common EV Facilities**

Each Owner of Carpark Unit shall at his own costs and expenses at all times :-

- (a) observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by the Environment Bureau or the Electrical and Mechanical Services Department or all other Government authorities from time to time and all the House Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the installation, use, operation, maintenance, repair and/or replacement of the Non-common EV Facilities or any part thereof serving his Carpark Unit exclusively including but not limited to any other works to be carried out thereat and control of the consistent appearance of the Non-common EV Facilities;
- (b) take good care and such precautions as may be necessary in the use or operation of the Non-common EV Facilities or any part thereof serving his Carpark Unit exclusively so as to avoid any loss, damage, nuisance or

annoyance to Owners or occupiers of the other Carpark Units; and

(c) indemnify the Owners or occupiers of the other Carpark Units for his failure to observe or comply with the provisions of this Clause for the loss and damage that may be suffered by the Owners or occupiers of other Carpark Units.

#### **44. Services**

The Owners shall at all times throughout the term granted by the Government Grant, permit the Government, all relevant Government authorities and utility companies or authorities, their officers, workmen, contractors, agents and other duly authorized personnel with or without tools, equipment, machinery or motor vehicles the right of free ingress, egress and regress at all times to, from and through the Lot or any part thereof for the purpose of laying, installing, relaying, diverting, removing, re-providing, replacing, inspecting, operating, repairing, maintaining and renewing any or all of the Services as the Government or the relevant Government authorities and utility companies or authorities may require or authorize.

#### **45. Grease Traps**

The respective grease traps, chiller plants and the associated pipes, ducts or wires for the exclusive use and benefit of the Commercial Accommodation shall be or be deemed to be the property of the Owner for the time being of the Commercial Accommodation, who shall at his own costs and expenses maintain and keep the same in good repair and condition at his own costs and expenses to the satisfaction of the Manager and shall take all necessary steps to avoid any loss, damage, nuisance or annoyance to the Owner or occupier of any other part of the Development Provided that in the event of the relevant Owner's failure so to do the Manager shall, without prejudice to any right and remedies of the Manager against such Owner, have the power, but under no obligation towards such Owner, to take necessary steps to maintain or repair the said chiller plants and grease traps and the associated pipes, ducts or wires or any part thereof at the costs and expenses of such Owner who shall forthwith on demand pay or reimburse to the Manager all such costs and expenses incurred or to be incurred.

#### **46. Air Conditioning Facilities for Commercial Accommodation**

The Owner of the Commercial Accommodation shall at his own costs and expenses be responsible for the maintenance, operation, repair, replacement or renewal, to the satisfaction of the Manager, of the fan coil units, grilles, louvers, thermostat control inside the Commercial Accommodation and such related air-conditioning facilities and installations serving only such Commercial Accommodation and shall take all necessary steps to avoid any loss, damage, nuisance or annoyance to the Owner or occupier of any other part of the Development Provided that in the event of the relevant Owner's failure so to do the Manager shall, without prejudice to any rights and remedies of the Manager against such Owner, have the power, but under no obligation towards such Owner, to take necessary steps to maintain or repair the same at the costs and expenses of such Owner who shall forthwith on demand pay or reimburse to the Manager all such costs and expenses incurred or to be incurred.

**47. Not to install signs, etc. in Carpark Unit**

No Owner shall erect, affix, install, paint on or to the floor or attach or permit or suffer to be erected, affixed, installed, painted or attached in or on or to be displayed from any Carpark Unit any advertising, logo, words or other sign of any description (save and except the number allocated to such Carpark Unit).

**48. No structure within Drainage Protection Zone**

Save and except the existing driveway or other structures, no other buildings structures objects or materials shall be placed or erected on over under above below or within the Drainage Protection Zone and no object or material of whatsoever nature shall be placed in the Drainage Protection Zone which may cause obstruction to access to the Drainage Protection Zone.

**49. No alteration works within Drainage Protection Zone**

No alteration or addition works (whether below or above the ground) within the Drainage Protection Zone shall be done or commenced without the prior approval in writing of the Director of Drainage Services.

**50. Rights of Government over Drainage Protection Zone**

The Government and its duly authorized officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Development or any part thereof for the purposes of laying, inspecting, and maintaining the Utility which the Director of Drainage Services may require or authorize.

**51. Remove structure within Drainage Protection Zone**

The Owners shall, when call upon by the Director of Drainage Services by notice in writing at their own costs and expense and in all respects to the satisfaction of the Director of Drainage Services, to demolish or remove any structures objects or materials erected within the Drainage Protection Zone or to modify the Drainage Protection Zone when there are maintenance or repair works required to be done to the Utility.

**THE FOURTH SCHEDULE**  
**WORKS AND INSTALLATIONS**

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) Slope and Retaining Structures;
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system (if any);
- (k) mechanical ventilation systems;
- (l) curtain wall elements;
- (m) window installations;
- (n) Gondola system; and
- (o) Transformer Room Facilities.

## **THE FIFTH SCHEDULE**

### **FIRE SAFETY PROVISIONS**

1. An Owner of a Residential Unit with open kitchen shall be responsible for maintenance and annual inspection of the fire services installations within his Residential Unit.
2. An Owner of a Residential Unit with open kitchen shall not (i) demolish temper remove or obstruct any smoke detectors provided inside his Residential Unit and at the common lobby outside his Residential Unit; (ii) demolish temper remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of his Residential Unit; or (iii) remove the FRR Wall of his Residential Unit. Each Owner of the Residential Unit with open kitchen shall keep and maintain the fire safety provisions inside the Residential Unit in good condition at his own costs and expenses and shall observe and comply with the Fire Safety Management Plan and any guideline(s) or direction(s) to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan.
3. The Manager shall remind and assist an Owner of a Residential Unit with open kitchen to carry out annual check and maintenance of the fire services installations which shall only be carried out by registered fire services installation contractors engaged or nominated by the Manager. The Owner shall report and demonstrate to the Manager that he has carried out such annual check and maintenance of the fire services installations when so requested by the Manager. An Owner shall fully co-operate co-ordinate with facilitate and with the Manager and allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors, the Manager and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the relevant Owner) such annual check maintenance impaction examining and where necessary making good and rectifying of the fire services installations.
4. In the event that an Owner of a Residential Unit with open kitchen parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the fire safety provisions set out under this Fifth Schedule.
5. The costs and expenses incurred by the Manager and/or the registered fire services installation contractor(s) for the maintenance and annual inspection of the fire services installations for Residential Units with open kitchen shall be borne by the relevant Owner on demand.
6. No Owner shall carry out any renovation works to the fire services installations within his Residential Unit or any part thereof except with prior approval of all relevant Government authorities and the Manager and such renovation works shall comply with the Fire Safety Management Plan in all respects and shall only be carried out by registered fire services installation contractors engaged or nominated by the Manager.
7. In the event of the covenants contained in this Fifth Schedule being in breach, the Manager without prejudice to the right of the other Owners, shall have the right to

demand the defaulting Owner to rectify the breach forthwith and if necessary to reinstate the fire services installations within Residential Unit of the defaulting Owner to their original state under the Building Plans and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the rights to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants. The defaulting Owner shall pay to the Manager all necessary and reasonable costs incurred by the Manager for and in relation to the steps taken by the Manager for the aforesaid purpose.

## **THE SIXTH SCHEDULE ABOVE REFERRED TO**

### **PART A**

#### **Procurement of Supplies, Goods or Services**

##### **Division 1—Keeping of and Permitting Inspection of Procurement Documents**

1. Keeping of procurement documents
  - (1) This paragraph applies if there is no Owners' Corporation.
  - (2) If a contract is entered into for the procurement of any supplies, goods or services required by the Owners in the performance of a function under this Deed or the Building Management Ordinance (Cap.344), the Manager must, during the period of 6 years after the date on which the contract is entered into, keep all the procurement documents.
  - (3) In subparagraph (2)—  
“procurement document”, in relation to the procurement of any supplies, goods or services—
    - (a) means a document—
      - (i) that contains information that enables a person who inspects it to (whether with or without any other document) readily verify the financial liability incurred by the Owners for the procurement; or
      - (ii) that otherwise relates to the procurement, such as a tender document, copy of contract, statement of account and invoice; and
    - (b) does not include a declaration made under Division 4.
2. Permitting inspection of procurement documents
  - (1) The Manager must, at the written request of not less than 5% of the Owners, permit any of those Owners or any person appointed by those Owners to inspect, at any reasonable time, any document kept by the Manager under paragraph 1(2).
  - (2) Subject to subparagraph (4), if a person who is permitted under subparagraph (1) to inspect any document (“requester”) requests, in writing, the Manager to supply the requester with a copy of the document, the Manager must supply the requester with the copy within 28 days after the date on which the request is made.
  - (3) The Manager—
    - (a) may impose a reasonable copying charge for supplying the requester with the copy in hard copy form; and
    - (b) must not impose any charge for supplying the requester with the copy in electronic form.
  - (4) If—
    - (a) the request mentioned in subparagraph (2) is a request for a copy in hard copy form; and
    - (b) the Manager imposes under subparagraph (3)(a) a copying charge for supplying the requester with the copy,

the Manager is not required to comply with the request unless the requester pays the charge.

## Division 2—Specific Requirements for Certain Types of Procurement

### 3. Type 1 high-value procurement

- (1) The Manager must not enter into any contract for any type 1 high-value procurement unless—
  - (a) the procurement complies with any Code of Practice concerning the procurement; and
  - (b) the procurement is conducted by an invitation to tender.
- (2) Moreover, if there is no Owners' Corporation—
  - (a) the requirements for tendering specified in Division 3 must be complied with in relation to the procurement; and
  - (b) the requirements relating to declarations specified in Subdivision 1 of Division 4 must be complied with in relation to the procurement.
- (3) However, subparagraphs (1)(b) and (2)(a) do not apply in relation to the procurement if—
  - (a) the supplies, goods or services to which the procurement relates (“target supplies, goods or services”) are of the same type as any supplies, goods or services that are for the time being supplied by a supplier for the Development; and
  - (b) it is decided by—
    - (i) in the case of subparagraph (1)(b)—
      - (A) if there is an Owners' Corporation, a Corporation Resolution; or
      - (B) if there is no Owners' Corporation—an Owners Resolution; or
    - (ii) in the case of subparagraph (2)(a)—an Owners Resolution, that the target supplies, goods or services must be procured from that supplier on the terms and conditions that are specified in the resolution, instead of by an invitation to tender.

### 4. Type 2 high-value procurement

- (1) The Manager must not enter into any contract for any type 2 high-value procurement unless—
  - (a) the procurement complies with any Code of Practice concerning the procurement;
  - (b) the procurement is conducted by an invitation to tender;
  - (c) for every tender submitted for the procurement, whether it is accepted or not is decided by—
    - (i) if there is an Owners' Corporation—a Corporation Resolution; or
    - (ii) if there is no Owners' Corporation—an Owners Resolution; and
  - (d) the contract is entered into with the tenderer whose tender is accepted as decided in the way mentioned in sub subparagraph (c).
- (2) Moreover, if there is no Owners' Corporation—

- (a) the requirements for tendering specified in Division 3 must be complied with in relation to the procurement; and
- (b) the requirements relating to declarations specified in Subdivision 1 of Division 4 must be complied with in relation to the procurement.

(3) However, subparagraphs (1)(b), (c) and (d) and (2)(a) do not apply in relation to the procurement if—

- (a) the supplies, goods or services to which the procurement relates (“target supplies, goods or services”) are of the same type as any supplies, goods or services that are for the time being supplied by a supplier for the Development; and
- (b) it is decided by—
  - (i) in the case of subparagraph (1)(b), (c) or (d)—
    - (A) if there is an Owners’ Corporation—a Corporation Resolution; or
    - (B) if there is no Owners’ Corporation—an Owners Resolution; or
  - (ii) in the case of subparagraph (2)(a)—an Owners Resolution,  
that the target supplies, goods or services must be procured from that supplier on the terms and conditions that are specified in the resolution, instead of by an invitation to tender.

(4) Despite anything to the contrary in a contract entered into for any type 2 high-value procurement, the Manager must not vary or terminate the contract unless the contract is varied or terminated in accordance with—

- (a) if there is an Owners’ Corporation—a Corporation Resolution; or
- (b) if there is no Owners’ Corporation—an Owners Resolution.

## 5. Large-scale maintenance procurement

(1) The Manager must not enter into any contract for any large-scale maintenance procurement unless—

- (a) the procurement complies with any Code of Practice concerning the procurement;
- (b) the procurement is conducted by an invitation to tender;
- (c) the following conditions are met—
  - (i) if there is an Owners’ Corporation—
    - (A) that for every tender submitted for the procurement, whether it is accepted or not is decided by a Corporation Resolution; and
    - (B) that the voting-in-person threshold under paragraph 4 of Schedule 6C to the Building Management Ordinance (Cap.344) is met in relation to the passing of a Corporation Resolution for compliance with section 28F(2)(c) of the Building Management Ordinance (Cap.344) in relation to the procurement; or
  - (ii) if there is no Owners’ Corporation—
    - (A) that for every tender submitted for the procurement, whether it is accepted or not is decided by an Owners Resolution; and
    - (B) that the voting-in-person threshold under paragraph 13 of Part B of this Schedule in relation to the passing of an Owners Resolution

for compliance with sub-sub-sub subparagraph (A) in relation to the procurement is met; and

(d) the contract is entered into with the tenderer whose tender is accepted as decided in the way mentioned in sub subparagraph (c)(i)(A) or (ii)(A).

(2) Moreover, if there is no Owners' Corporation—

(a) the requirements for tendering specified in Division 3 must be complied with in relation to the procurement; and

(b) the requirements relating to declarations specified in Subdivisions 1 and 2 of Division 4 must be complied with in relation to the procurement.

(3) Despite anything to the contrary in a contract entered into for any large-scale maintenance procurement, the Manager must not vary or terminate the contract unless—

(a) if there is an Owners' Corporation—

(i) the contract is varied or terminated in accordance with a Corporation Resolution; and

(ii) the voting-in-person threshold under paragraph 4 of Schedule 6C to the Building Management Ordinance (Cap.344) is met in relation to the passing of a Corporation Resolution for compliance with section 28F(2)(d) of the Building Management Ordinance (Cap.344) in relation to the contract; or

(b) if there is no Owners' Corporation—

(i) the contract is varied or terminated in accordance with an Owners Resolution; and

(ii) the voting-in-person threshold under paragraph 13 of Part B of this Schedule is met in relation to the passing of an Owners Resolution for compliance with sub-sub subparagraph (i) in relation to the contract.

Note—

See Division 4 of Part B of this Schedule for the specific procedure at meetings of Owners concerning large-scale maintenance procurement.

### Division 3—Requirements for Tendering where there is No Owners' Corporation

#### 6. Effect of Division 3

This Division has effect for the purposes of paragraphs 3(2)(a), 4(2)(a) and 5(2)(a).

#### 7. Interpretation (Division 3)

In this Division—

“deadline”, in relation to the submission of a tender for any procurement, means the time after which the submission may no longer be made under—

(a) subject to sub subparagraph (b), the terms of the invitation to tender issued for the procurement; or

(b) if the invitation is revised—the terms of the revised invitation issued for the procurement.

8. Content of invitation to tender

- (1) An invitation to tender issued for the procurement must set out clearly—
  - (a) the nature of the supplies, goods or services to which the procurement relates; and
  - (b) a specified time on a specified day after which a tender may no longer be submitted for the procurement.
- (2) To avoid doubt, subparagraph (1)(b) does not prevent the invitation to tender from containing any terms in respect of a postponement, for reasons such as inclement weather, of the time after which a tender may no longer be submitted for the procurement.
- (3) In this paragraph, a reference to an invitation to tender issued for the procurement includes, if applicable, any revised invitation to tender issued for the procurement.

9. Display of copy of invitation to tender

- (1) If an invitation to tender is issued for the procurement, the Manager must display a copy of the invitation in a prominent place in the Development as soon as reasonably practicable after the invitation is issued, and cause it to remain so displayed until the deadline for the submission of a tender for the procurement or send a copy of such invitation to each Owner.
- (2) If a revised invitation to tender is issued for the procurement—
  - (a) the requirement under this paragraph to cause a copy of the previous version of the invitation to remain displayed in a prominent place in the Development or send a copy of the invitation to each Owner ceases to apply; and
  - (b) the Manager must display a copy of the revised invitation in a prominent place in the Development as soon as reasonably practicable after the revised invitation is issued, and cause it to remain so displayed until the deadline for the submission of a tender for the procurement.

10. No acceptance of tender submitted after deadline

Any tender submitted for the procurement after the deadline must not be accepted.

11. No acceptance of tender without approval under certain circumstances

- (1) Subject to subparagraph (4), no tender may be accepted for the procurement if—
  - (a) the procurement is the procurement of any supplies, goods or services the value of which exceeds, or is likely to exceed, the monetary amount specified in paragraph 5(1)(a) of Schedule 6A to the Building Management Ordinance (Cap.344), and an invitation to tender has not been specifically issued to 5 or more potential suppliers for the procurement; or
  - (b) the procurement is the procurement of any supplies, goods or services the value of which—
    - (i) exceeds, or is likely to exceed, the monetary amount specified in paragraph 5(1)(b)(i) of that Schedule; but
    - (ii) does not exceed, or is unlikely to exceed, the monetary amount specified in paragraph 5(1)(b)(ii) of that Schedule,

and an invitation to tender has not been specifically issued to 3 or more potential suppliers for the procurement.

- (2) For the purposes of subparagraph (1), an invitation to tender is specifically issued to a person if it is issued—
  - (a) by delivering a copy of the invitation in hard copy form personally to the person;
  - (b) by sending a copy of the invitation in hard copy form by post, or by courier service, to the person at the person's last known business address; or
  - (c) by sending validly a copy of the invitation in electronic form to the person.
- (3) Subparagraph (1) applies regardless of whether an invitation to tender issued for the procurement is advertised (such as in a local newspaper or on a website) and is open to any potential suppliers.
- (4) Subparagraph (1) does not have any effect in relation to the procurement if it is so decided by an Owners Resolution.
- (5) In this paragraph, a reference to an invitation to tender issued for the procurement includes, if applicable, any revised invitation to tender issued for the procurement.

#### Division 4—Requirements Relating to Declarations where there is No Owners' Corporation

##### Subdivision 1—Declarations of Interests or Connections etc. by Responsible Persons and Related Restrictions for Type 1 High-value Procurement, Type 2 High-value Procurement and Large-scale Maintenance Procurement

###### 12. Effect of Subdivision 1

This Subdivision has effect for the purposes of paragraphs 3(2)(b), 4(2)(b) and 5(2)(b).

###### 13. Declarations of dealings or connections with members of Owners' Committee

- (1) If the Manager becomes aware that, after the initiation decision is made for the procurement but before a contract is entered into for it, the Manager has any pecuniary or other personal dealing with a member of the Owners' Committee, the Manager must, as soon as reasonably practicable after becoming so aware, declare the dealing in accordance with paragraphs 15 and 16.
- (2) If the Manager becomes aware that, after the initiation decision is made for the procurement but before a contract is entered into for it, the Manager has any connection with a member of the Owners' Committee, the Manager must, as soon as reasonably practicable after becoming so aware, declare the connection in accordance with paragraphs 15 and 16.
- (3) If there is a responsible person for the procurement other than the Manager, the Manager—
  - (a) must require the responsible person to comply with subparagraphs (1) and (2) that are to be construed as if a reference to the Manager in those subparagraphs were a reference to the responsible person; and
  - (b) must use the Manager's best endeavors to prevent any contravention of the requirement by the responsible person.

###### 14. Declarations of interests or connections for tenders submitted

- (1) If the Manager becomes aware that, before a contract is entered into for the procurement, the Manager has any pecuniary or other personal interest in a tender submitted for the procurement, the Manager must, as soon as reasonably

practicable after becoming so aware, declare the interest in accordance with paragraphs 15 and 16.

- (2) If the Manager becomes aware that, before a contract is entered into for the procurement, the Manager has any connection with a person who has submitted a tender for the procurement, the Manager must, as soon as reasonably practicable after becoming so aware, declare the connection in accordance with paragraphs 15 and 16.
- (3) If there is a responsible person for the procurement other than the Manager, the Manager—
  - (a) must require the responsible person to comply with subparagraphs (1) and (2) that are to be construed as if a reference to the Manager in those subparagraphs were a reference to the responsible person; and
  - (b) must use the Manager's best endeavors to prevent any contravention of the requirement by the responsible person.
- (4) If the procurement is conducted in the circumstances described in paragraph 3(3) or 4(3), then for the purposes of this paragraph—
  - (a) the reference to a tender submitted for the procurement in subparagraph (1) is to be construed as a reference to the procurement of supplies, goods or services from the specified supplier; and
  - (b) the reference to a person who has submitted a tender for the procurement in subparagraph (2) is to be construed as a reference to the specified supplier.
- (5) In this paragraph—

“specified supplier”, in relation to the procurement of any supplies, goods or services conducted in the circumstances described in paragraph 3(3) or 4(3), means the supplier from whom the supplies, goods or services are to be procured under the decision mentioned in that paragraph.

## 15. Form of declarations

- (1) The declaration must be made in the specified form.
- (2) If a person who makes the declaration is a body corporate, then despite anything to the contrary in its constitution, the declaration must be—
  - (a) impressed with its seal or chop; and
  - (b) signed by a person authorized by it in that behalf.

## 16. Persons to whom declarations are made

- (1) The declaration must be made to—
  - (a) subject to sub subparagraph (b), the chairman of the Owners' Committee; or
  - (b) if the person who makes the declaration (“declarant”) is the chairman of the Owners' Committee, or making the declaration under sub subparagraph (a) is impracticable for reasons such as vacancy in an office—every member of the Owners' Committee (not including the declarant in the case where the declarant is a member of the Owners' Committee).
- (2) For the purposes of this paragraph, a declaration is made to a person if—
  - (a) the declaration in hard copy form (whether being the original copy or otherwise) is lodged with the person; or

(b) a copy of the declaration in electronic form is sent validly to the person.

17. Display of notice of declarations

- (1) If a declaration under paragraph 13 or 14 has been made, the Manager must display a notice of the declaration that complies with subparagraph (2) in a prominent place in the Development within 7 days after the date on which the declaration is made, and cause it to remain so displayed for at least 7 consecutive days.
- (2) The notice—
  - (a) must identify—
    - (i) the procurement concerned and, for a declaration under paragraph 14, the tender concerned; and
    - (ii) the person who made the declaration;
  - (b) must specify in which of the following capacities the person made the declaration—
    - (i) the Manager of the Development;
    - (ii) a person who is accustomed or obliged to act in accordance with the directions or instructions of the Manager in connection with substantive matters in respect of the procurement; and
  - (c) must contain a statement indicating the right to inspect a copy of the declaration under paragraph 19(2).
- (3) If a declaration is made to different members of the Owners' Committee as required by paragraph 16(1)(b) and is so made on different dates, then for the purposes of subparagraph (1), the last such date is taken to be the date on which the declaration is made.

18. Specific meeting procedure relating to declarations

- (1) If a declaration under paragraph 13 or 14 has been made, the Manager must ensure that—
  - (a) a copy of the declaration is produced to the Owners at the first procurement meeting since the making of the declaration; and
  - (b) a copy of a notice mentioned in paragraph 17(1) is attached to the minutes of the proceedings at the meeting kept under this Deed.
- (2) Subparagraph (1) does not limit any other terms of this Deed in relation to the procedure at a meeting of Owners convened under this Deed.
- (3) In this paragraph—

“procurement meeting”, in relation to a declaration, means a meeting of Owners convened under this Deed that concerns the relevant procurement.

19. Keeping of and permitting inspection of declarations

- (1) If a declaration under paragraph 13 or 14 has been made in relation to the procurement, the Manager must, during the period of 6 years after the date on which a contract is entered into for the procurement, keep a copy of the declaration.
- (2) The Manager must permit a specified person to inspect the copy at any reasonable time.

(3) In this paragraph—  
“specified person” means—  
(a) an Owner;  
(b) a registered mortgagee; or  
(c) any person duly authorized in writing by an Owner or registered mortgagee to conduct an inspection mentioned in subparagraph (2).

20. Prohibition from participating in procurement activities

- (1) A person who has made a declaration under paragraph 13 or 14 in relation to the procurement must not participate in any assessment of tenders submitted for the procurement or any negotiation or other activity relating to the procurement.
- (2) A person mentioned in subparagraph (1) is exempt from that subparagraph if it is so decided by an Owners Resolution.
- (3) A resolution for exempting a person under subparagraph (2) (“exemption resolution”) must not be proposed at a meeting unless the reasons for proposing the resolution are given at the meeting.
- (4) The person presiding over a meeting at which an exemption resolution is proposed must ensure that the minutes of the proceedings at the meeting kept under this Deed contain the reasons mentioned in subparagraph (3).
- (5) This paragraph does not limit any other terms of this Deed in relation to the procedure at a meeting of Owners convened under this Deed.

Subdivision 2—Declarations of No Interest or Connection by Responsible Persons for Large-scale Maintenance Procurement

21. Effect of Subdivision 2

This Subdivision has effect for the purposes of paragraph 5(2)(b).

22. Declaration of no dealing or connection with members of Owners’ Committee

- (1) If the initiation decision has been made for the large-scale maintenance procurement, the Manager must, before the first tender acceptance meeting is held, declare in accordance with paragraphs 24 and 25—
  - (a) that the Manager, as at the date of the declaration—
    - (i) if the Manager has declared a dealing under paragraph 13(1)—does not have any pecuniary or other personal dealing with a member of the Owners’ Committee except for the dealing so declared; or
    - (ii) in any other case—does not have any pecuniary or other personal dealing with a member of the Owners’ Committee; and
  - (b) that the Manager, as at the date of the declaration:
    - (i) if the Manager has declared a connection under paragraph 13(2)—does not have any connection with a member of the Owners’ Committee except for the connection so declared; or
    - (ii) in any other case—does not have any connection with a member of the Owners’ Committee.

- (2) If there is a responsible person for the procurement other than the Manager, the Manager—
  - (a) must require the responsible person to comply with subparagraph (1) that is to be construed in accordance with subparagraph (3); and
  - (b) must use the Manager's best endeavors to prevent any contravention of the requirement by the responsible person.
- (3) For the purposes of subparagraph (2)(a), subparagraph (1) is to be construed as if—
  - (a) a reference to the Manager in subparagraph (1) were a reference to the responsible person;
  - (b) the reference to declaring a dealing under paragraph 13(1) in subparagraph (1)(a)(i) were a reference to declaring a dealing in compliance with a requirement imposed by the Manager under paragraph 13(3)(a); and
  - (c) the reference to declaring a connection under paragraph 13(2) in subparagraph (1)(b)(i) were a reference to declaring a connection in compliance with a requirement imposed by the Manager under paragraph 13(3)(a).

23. Declaration of no interest or connection for tenders submitted

- (1) If any tender has been submitted for the large-scale maintenance procurement, the Manager must, before the first tender acceptance meeting is held, declare in accordance with paragraphs 24 and 25—
  - (a) that the Manager, as at the date of the declaration—
    - (i) if the Manager has declared an interest under paragraph 14(1) in respect of the tender—does not have any pecuniary or other personal interest in the tender except for the interest so declared; or
    - (ii) in any other case—does not have any pecuniary or other personal interest in the tender; and
  - (b) that the Manager, as at the date of the declaration—
    - (i) if the Manager has declared a connection under paragraph 14(2) in respect of the tender—does not have any connection with a person who has submitted the tender except for the connection so declared; or
    - (ii) in any other case—does not have any connection with a person who has submitted the tender.
- (2) If there is a responsible person for the procurement other than the Manager, the Manager—
  - (a) must require the responsible person to comply with subparagraph (1) that is to be construed in accordance with subparagraph (3); and
  - (b) must use the Manager's best endeavors to prevent any contravention of the requirement by the responsible person.
- (3) For the purposes of subparagraph (2)(a), subparagraph (1) is to be construed as if—
  - (a) a reference to the Manager in subparagraph (1) were a reference to the responsible person;

- (b) the reference to declaring an interest under paragraph 14(1) in subparagraph (1)(a)(i) were a reference to declaring an interest in compliance with a requirement imposed by the Manager under paragraph 14(3)(a); and
- (c) the reference to declaring a connection under paragraph 14(2) in subparagraph (1)(b)(i) were a reference to declaring a connection in compliance with a requirement imposed by the Manager under paragraph 14(3)(a).

24. Form of declarations

- (1) The declaration must be made in the specified form.
- (2) If a person who makes the declaration is a body corporate, then despite anything to the contrary in its constitution, the declaration must be—
  - (a) impressed with its seal or chop; and
  - (b) signed by a person authorized by it in that behalf.

25. Persons to whom declarations are made

- (1) The declaration must be made to—
  - (a) subject to sub subparagraph (b), the chairman of the Owners' Committee; or
  - (b) if the person who makes the declaration ("declarant") is the chairman of the Owners' Committee, or making the declaration under sub subparagraph (a) is impracticable for reasons such as vacancy in an office—every member of the Owners' Committee (not including the declarant in the case where the declarant is a member of the Owners' Committee).
- (2) For the purposes of this paragraph, a declaration is made to a person if—
  - (a) the declaration in hard copy form (whether being the original copy or otherwise) is lodged with the person; or
  - (b) a copy of the declaration in electronic form is sent validly to the person.

26. Specific meeting procedure relating to declarations for first tender acceptance meeting

- (1) For every declaration that has been made under paragraph 22 or 23, the Manager must ensure that a document in respect of the declaration that complies with subparagraph (2) is attached to the minutes of the proceedings at the first tender acceptance meeting kept under this Deed.
- (2) The document—
  - (a) must identify—
    - (i) the procurement and tender concerned; and
    - (ii) the person who made the declaration;
  - (b) must specify in which of the following capacities the person made the declaration—
    - (i) the Manager of the Development;
    - (ii) a person who is accustomed or obliged to act in accordance with the directions or instructions of the Manager in connection with substantive matters in respect of the procurement; and
  - (c) must contain a statement indicating the right to inspect a copy of the declaration under paragraph 27(2).

(3) Subparagraph (1) does not limit any other terms of this Deed in relation to the procedure at a meeting of Owners convened under this Deed.

27. Keeping of and permitting inspection of declarations

(1) If a declaration under paragraph 22 or 23 has been made in relation to the large-scale maintenance procurement, the Manager must, during the period of 6 years after the date on which a contract is entered into for the procurement, keep a copy of the declaration.

(2) The Manager must permit a specified person to inspect the copy at any reasonable time.

(3) In this paragraph—  
“specified person” means—  
(a) an Owner;  
(b) a registered mortgagee; or  
(c) any person duly authorized in writing by an Owner or registered mortgagee to conduct an inspection mentioned in subparagraph (2).

## **PART B**

### Procedure at Meetings of Owners

#### Division 1—Preliminary

##### 1. Application

- (1) Part B of this Schedule applies if there is no Owners' Corporation.
- (2) Paragraphs 4 and 5 and Division 3 do not apply in relation to a meeting of Owners if—
  - (a) for an original meeting—a notice of the meeting; or
  - (b) for an adjourned meeting—a notice of the original meeting, is given under this Deed before the date on which the Building Management (Amendment) Ordinance 2024 (20 of 2024) comes into operation.

##### 2. Reference to meetings of Owners

In Part B of this Schedule (except paragraph 3), a reference to a meeting of Owners—

- (a) is a reference to such a meeting convened under this Deed; and
- (b) if a meeting mentioned in sub subparagraph (a) is adjourned—includes the adjourned meeting.

#### Division 2—General Procedure

##### 3. Notices of meeting

- (1) A person who convenes a meeting of Owners under this Deed must, at least 14 days before the date of the meeting, give notice of the meeting to each Owner.
- (2) The notice of meeting must specify—
  - (a) the date, time and place of the meeting; and
  - (b) the resolutions (if any) that are to be proposed at the meeting.
- (3) If the meeting is adjourned, subparagraphs (1) and (2) apply in relation to the adjourned meeting as they apply in relation to the original meeting.

##### 4. Minutes of proceedings at meetings

- (1) The Manager must keep minutes of the proceedings at every meeting of Owners.
- (2) The Manager must display the minutes in a prominent place in the Development within 28 days after the date of the meeting to which the minutes relate, and cause the minutes to remain so displayed for at least 7 consecutive days.
- (3) The Manager must keep the minutes during the period of 6 years after the date of the meeting to which the minutes relate.

##### 5. Supply of copies of minutes of proceedings at meetings

- (1) Subject to subparagraph (3), if a specified person requests, in writing, the Manager to supply the specified person with a copy of the minutes of the proceedings kept

under paragraph 4, the Manager must supply the specified person with the copy within 28 days after the date on which the request is made.

(2) The Manager—

- (a) may impose a reasonable copying charge for supplying the specified person with the copy in hard copy form; and
- (b) must not impose any charge for supplying the specified person with the copy in electronic form.

(3) If—

- (a) the request mentioned in subparagraph (1) is a request for a copy in hard copy form; and
- (b) the Manager imposes under subparagraph (2)(a) a copying charge for supplying the specified person with the copy,

the Manager is not required to comply with the request unless the specified person pays the charge.

(4) In this paragraph—

“specified person” means—

- (a) an Owner;
- (b) a registered mortgagee; or
- (c) any person duly authorized in writing by an Owner or registered mortgagee to make a request mentioned in subparagraph (1).

### Division 3—Authorized Natural Persons for Corporate Unit Owners

6. Acting for Corporate Unit Owners by authorized natural persons

- (1) A natural person authorized by a Corporate Unit Owner under subparagraph (2) in respect of a meeting of Owners may act for the Corporate Unit Owner for the meeting.
- (2) A Corporate Unit Owner may by written notice (“authorization notice”) given in accordance with subparagraph (4) authorize 1 natural person for the purposes of subparagraph (1).
- (3) Subparagraph (2) does not prevent a Corporate Unit Owner from, after it has authorized a person as an authorized natural person in respect of a meeting of Owners (“original authorized natural person”), authorizing another person as an authorized natural person in respect of the meeting in substitution of the original authorized natural person.
- (4) The authorization notice—
  - (a) must be given in the specified form;
  - (b) must, despite anything to the contrary in the Corporate Unit Owner’s constitution, be—
    - (i) impressed with its seal or chop; and
    - (ii) signed by a person authorized by it in that behalf; and
  - (c) must be given to the person in charge of the meeting at least 48 hours before the time for the holding of the meeting—

- (i) by lodging the original of the notice in hard copy form with the person; or
- (ii) by sending validly a copy of the notice in electronic form to the person.

(5) In subparagraph (4)(c), a reference to the person in charge of a meeting of Owners is a reference to—

- (a) if the meeting is convened by the Owners' Committee—the chairman of the Owners' Committee; or
- (b) in any other case—the convenor of the meeting.

7. Supplementary terms relating to authorized natural persons

- (1) An authorized natural person who attends a meeting of Owners on behalf of a Corporate Unit Owner under paragraph 6(1) is, for all purposes relating to the meeting, taken to be the Corporate Unit Owner present at the meeting.
- (2) A Corporate Unit Owner is, for all purposes relating to a meeting of Owners, taken to cast a vote personally at the meeting if an authorized natural person casts a vote on behalf of the Corporate Unit Owner at the meeting under paragraph 6(1).
- (3) If—
  - (a) under another term of this Deed—
    - (i) in the event that 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast at a meeting of Owners by a person appointed by any or all of the co-Owners; and
    - (ii) one or more of the co-Owners (“eligible co-Owners”) are eligible to be so appointed for that purpose;
  - (b) an eligible co-Owner is a Corporate Unit Owner; and
  - (c) an authorized natural person is available to act for the eligible co-Owner for the meeting,

the authorized natural person is also eligible to be so appointed for that purpose.
- (4) If an authorized natural person is available to act for a Corporate Unit Owner for a meeting of Owners—
  - (a) if the Corporate Unit Owner has not appointed a proxy for the meeting—the Corporate Unit Owner is not permitted to do so; or
  - (b) if the Corporate Unit Owner has appointed a proxy for the meeting—the instrument appointing the proxy is regarded as revoked.

8. Effect of authorization of authorized natural persons for adjourned meetings

If a meeting of Owners is adjourned, a Corporate Unit Owner's authorized natural person for the original meeting is, for the purposes of this Deed, also taken to be the Corporate Unit Owner's authorized natural person for the adjourned meeting unless—

- (a) contrary intention is shown on the notice given under paragraph 6(2) in respect of the original meeting (“original authorization notice”);
- (b) the original authorization notice is revoked; or
- (c) the Corporate Unit Owner authorizes another person under paragraph 6(2) in respect of the adjourned meeting.

9. Division 3 not preventing other mechanism under which natural persons may act for Corporate Unit Owners under this Deed

This Division does not prevent this Deed from containing any terms in respect of any mechanism, other than the one specified in this Division, by which a natural person may be authorized to act for a Corporate Unit Owner for a meeting of Owners.

Division 4—Specific Procedure at Meetings of Owners Concerning Large-scale Maintenance Procurement

Subdivision 1—Preliminary

10. References to proposed large-scale maintenance procurement resolution

In this Division, a reference to a proposed large-scale maintenance procurement resolution is a reference to a proposed resolution of Owners for deciding—

- (a) whether a tender submitted for any large-scale maintenance procurement is to be accepted or not; or
- (b) whether a contract entered into for any large-scale maintenance procurement—
  - (i) is to be varied or not; or
  - (ii) is to be terminated or not.

11. This Deed not limited unless inconsistent

This Division does not limit any other terms of this Deed in relation to the procedure at a meeting of Owners to the extent that those terms are consistent with this Division.

Subdivision 2—Procedure

12. Notices of meeting

- (1) If a resolution that is to be proposed at a meeting of Owners is a proposed large-scale maintenance procurement resolution, the statement in the notice of the meeting specifying the proposed resolution for compliance with paragraph 3(2)(b) must be titled “Important Reminder” in English and “重要提示” in Chinese.
- (2) If the proposed large-scale maintenance procurement resolution concerns the question mentioned in paragraph 10(a), the notice of the meeting must, in relation to each tender that is valid under the terms of the relevant invitation to tender, set out clearly and legibly—
  - (a) the estimated amount to be contributed from each building management fund for the procurement; and
  - (b) the estimated apportioned amount that each of the Owners is to contribute for the procurement in addition to a contribution mentioned in sub-subparagraph (a).
- (3) If the proposed large-scale maintenance procurement resolution concerns a question mentioned in paragraph 10(b) and the Owners are expected to incur any financial liability (including legal costs) because of the relevant variation or termination of contract, the notice of the meeting must set out clearly and legibly—

- (a) the estimated amount to be contributed from each building management fund for settling the costs; and
- (b) the estimated apportioned amount that each of the Owners is to contribute for settling the costs in addition to a contribution mentioned in sub-subparagraph (a).

(4) To avoid doubt, even if the estimated amount mentioned in subparagraph (2) or (3) is zero, that subparagraph does require such an amount to be set out in accordance with that subparagraph.

(5) In this paragraph—

“building management fund” means—

- (a) a Special Fund established and maintained by the Manager under Clause 18(a) of this Deed; or
- (b) any fund other than the special fund that is established and maintained by the Manager for performing a function under this Deed or the Building Management Ordinance (Cap.344).

13. Voting-in-person threshold

- (1) The voting in respect of a proposed large-scale maintenance procurement resolution at a meeting of Owners is subject to a voting-in-person threshold specified under subparagraph (2).
- (2) The voting-in-person threshold is the lesser of—
  - (a) 5% of the Owners; or
  - (b) 100 Owners.

14. Recording of votes cast personally and by proxy

If votes have been cast for a proposed large-scale maintenance procurement resolution at a meeting of Owners, the Manager must ensure that the minutes of the proceedings at the meeting kept under paragraph 4(1) contain a clear and legible record of—

- (a) the total number of such votes cast personally; and
- (b) the total number of such votes cast by proxy.

15. Supply of copies of minutes of proceedings at meetings

If a proposed large-scale maintenance procurement resolution is considered at a meeting of Owners, the Manager must, within 28 days after the date of the meeting, supply each of the Owners with a copy of the minutes of the proceedings at the meeting that are kept under paragraph 4—

- (a) by delivering a copy of the minutes in hard copy form personally to the Owner;
- (b) by sending a copy of the minutes in hard copy form by post to the Owner at the Owner’s last known address;
- (c) by leaving a copy of the minutes in hard copy form at the Owner’s Unit or depositing such a copy in the letter box for that Unit; or
- (d) by sending validly a copy of the minutes in electronic form to the Owner.

## **PART C**

### Interpretation

#### 1. Interpretation

(1) In this Schedule, unless the context otherwise requires—

“Authority” means the Secretary for Home and Youth Affairs;

“authorized natural person”—

- (a) in relation to a Corporate Unit Owner and a general meeting of an Owners’ Corporation convened under Schedule 3 of the Building Management Ordinance (Cap.344)—means a natural person who may, under paragraph 4A(1) of that Schedule, act for the Corporate Unit Owner for the meeting; or
- (b) in relation to a Corporate Unit Owner and a meeting of Owners convened under this Deed—means a natural person who may, under paragraph 6 of Part B of this Schedule, act for the Corporate Unit Owner for the meeting;

“Code of Practice” means any Code of Practice prepared, revised or issued from time to time by the Authority under section 44 of the Building Management Ordinance (Cap.344);

“connection”—see subparagraph (2);

“Corporate Unit Owner” means an Owner that is a body corporate;

“first tender acceptance meeting”, in relation to any large-scale maintenance procurement, means—

- (a) if there is an Owners’ Corporation—the first general meeting of the Owners’ Corporation convened under Schedule 3 to the Building Management Ordinance (Cap.344); or
- (b) if there is no Owners’ Corporation—the first meeting of Owners convened under this Deed,  
at which the question whether a tender submitted for the procurement is to be accepted or not is considered;

“function” includes a power and a duty;

“initiation decision”, in relation to the procurement of any supplies, goods or services—

- (a) means the decision that the procurement is to be conducted; and
- (b) includes a decision that potential suppliers are to be approached for the procurement;

“large-scale maintenance procurement”—see paragraph 3 of Part C of this Schedule;

“responsible person”, in relation to the procurement of any supplies, goods or services for the Development—

- (a) means—
  - (i) the Manager of the Development; or
  - (ii) a person who is accustomed or obliged to act in accordance with the directions or instructions of the Manager in connection with substantive matters in respect of the procurement, regardless of whether the directions or instructions are made to the person directly or indirectly; and

(b) does not include a member, secretary or treasurer of the management committee in respect of the Development;

“specified form” means a form specified under section 34EA of the Building Management Ordinance (Cap.344);

“type 1 high-value procurement”—see paragraph 2 of Part C of this Schedule;

“type 2 high-value procurement”—see paragraph 2 of Part C of this Schedule;

“validly”, in relation to the sending of a document in electronic form—see paragraph 4(1) of Part C of this Schedule;

“voting-in-person threshold”, in relation to the passing of a resolution of the Owners at a meeting, means a minimum number of the Owners who must have cast a vote on the relevant proposed resolution personally, but not by proxy, at the meeting in order that a decision may be made by the resolution.

(2) For the purpose of this Schedule, a person (“Person A”) has a connection with another person (“Person B”) if—

- (a) Person A is a spouse of Person B;
- (b) Person A, or a spouse of Person A, is a brother, sister, uncle, aunt, cousin, nephew, niece, lineal ancestor or lineal descendant of Person B;
- (c) Person A and Person B are co-Owners of an Undivided Share;
- (d) Person A is a body corporate—
  - (i) the composition of the board of directors of which is controlled by Person B;
  - (ii) more than half of the voting power in or in relation to which is possessed by Person B;
  - (iii) more than half of the issued share capital of which is held by Person B;
  - (iv) of which Person B is a director; or
  - (v) of which Person B is an associated company as defined by section 2(1) of the Companies Ordinance, Cap.622 of the Laws of Hong Kong;
- (e) Person A and Person B are partners in a partnership;
- (f) Person A is an employee or agent of Person B; or
- (g) Person A is otherwise accustomed or obliged to act in accordance with the directions or instructions of Person B.

(3) For the purposes of subparagraph (2)(b)—

- (a) a relationship of the half blood is treated as a relationship of the whole blood;
- (b) a stepchild or adopted child of a person is treated as that person’s child; and
- (c) a child born out of wedlock is treated as the legitimate child of that child’s mother and reputed father.

2. References to type 1 high-value procurement and type 2 high-value procurement

(1) For the purposes of this Schedule—

- (a) the procurement of any supplies, goods or services required in the performance of a function under this Deed or this Schedule is type 1 high-value procurement if—
  - (i) the value of the supplies, goods or services—

- (A) exceeds, or is likely to exceed, \$200,000; and
- (B) does not exceed, or is not likely to exceed, 20% of the reference amount for the procurement; and
- (ii) the procurement is not large-scale maintenance procurement; and
- (b) the procurement of any supplies, goods or services required in the performance of a function under this Deed or this Schedule is type 2 high-value procurement if—
  - (i) the value of the supplies, goods or services exceeds, or is likely to exceed, 20% of the reference amount for the procurement; and
  - (ii) the procurement is not large-scale maintenance procurement.
- (2) The Authority may by notice published in the Gazette do any of the following—
  - (a) amend the monetary amount specified in subparagraph (1)(a)(i)(A);
  - (b) amend the percentage specified in subparagraph (1)(a)(i)(B) and (b)(i).
- (3) In subparagraph (1), a reference to the reference amount, in relation to the procurement of any supplies, goods or services, is a reference to—
  - (a) if there is more than one amount of specified annual expenditure for the last 3 financial years in respect of the management of the Lot and the Development that wholly fall before the initiation date for the procurement—the average of all such amounts of specified annual expenditure; or
  - (b) in any other case—
    - (i) subject to subparagraph (ii), the amount of the proposed annual expenditure under the last budget prepared by the management committee for compliance with paragraph 1 of Schedule 5 to the Building Management Ordinance (Cap.344) before the initiation date for the procurement (“Schedule 5 amount”); or
    - (ii) if there is no Schedule 5 amount—the amount of the proposed annual expenditure under the last budget prepared by the Manager of the Development in accordance with this Deed before the initiation date for the procurement.
- (4) For calculating an average of available amounts of specified annual expenditure for the purposes of subparagraph (3)(a), if the number of months that a relevant financial year comprises is not 12, the amount of specified annual expenditure that is available for the financial year (“subject expenditure amount”) is to be adjusted in accordance with the following formula—

$$A = B \div C \times 12$$

where—

A means the subject expenditure amount as adjusted;

B means the subject expenditure amount; and

C means the number of months that the financial year comprises.

- (5) For the purposes of the formula in subparagraph (4), if the relevant financial year covers only a part, but not the whole, of a particular month (“specified month”), the specified month is to be counted towards item C of the formula to the extent

of a fraction that is obtained by dividing the number under subparagraph (a) by the number under subparagraph (b)—

- (a) the number of days of the specified month that are covered by the financial year;
- (b) the number of days of the whole specified month.

(6) In this paragraph—

“DMC financial year”, in relation to the management of the Lot and the Development, means each period for which a set of financial statements has been prepared under this Deed in respect of the management of the Lot and the Development;

“financial year”, in relation to the management of the Lot and the Development—

- (a) subject to subparagraph (b), means an Owners’ Corporation financial year in respect of the management of the Lot and the Development; or
- (b) to the extent that a period that falls before the initiation date for the procurement concerned is not covered by an Owners’ Corporation financial year—means a DMC financial year in respect of the management of the Lot and the Development;

“Owners’ Corporation financial year”, in relation to the management of the Lot and the Development, means each period for which a set of financial statements has been prepared under section 27(1)(b) of the Building Management Ordinance (Cap.344) in respect of the management of the Lot and the Development;

“specified annual expenditure”, in relation to a financial year, means—

- (a) if the financial year is an Owners’ Corporation financial year—the total expenditure of the Owners’ Corporation contained in the income and expenditure account that is prepared for the financial year in accordance with section 27 of the Building Management Ordinance (Cap.344); or
- (b) if the financial year is a DMC financial year—the total expenditure in respect of the management of the Lot and the Development contained in the income and expenditure account that is prepared for the financial year in accordance with the mandatory terms contained in paragraph 2 of Schedule 7 to the Building Management Ordinance (Cap.344).

3. References to large-scale maintenance procurement

- (1) For the purposes of this Schedule, the procurement of any supplies, goods or services required in the performance of a function under this Deed or this Schedule is large-scale maintenance procurement if—
  - (a) the supplies, goods or services are so required for repairing, replacing, maintaining or improving any of the common parts of the Development;
  - (b) the value of the supplies, goods or services divided by the total number of Units of the Development exceeds, or is likely to exceed, \$30,000; and
  - (c) the procurement is not the procurement of—
    - (i) any cleaning or security services for the Development; or
    - (ii) any building management services provided by the Manager of the Development.

- (2) In subparagraph (1)(b), a reference to Units does not include any garage, carpark or carport unless every Unit in the Development is, or is part of, a garage, carpark or carport.
- (3) The Authority may by notice published in the Gazette amend the monetary amount specified in subparagraph (1)(b).

4. Form of documents

- (1) For the purposes of this Schedule, a document in electronic form is sent validly by a person (“sender”) to another person (“recipient”) if—
  - (a) the recipient—
    - (i) has agreed, generally or specifically, that the document may be sent to the recipient in the form of an electronic record; and
    - (ii) has not explicitly revoked the agreement;
  - (b) the document is sent by the sender in the form of an electronic record to an address in an information system specified for the purpose by the recipient generally or specifically; and
  - (c) the document is sent by the sender in a form, and by a means, that, in the sender’s reasonable opinion, will enable the recipient—
    - (i) to read the document, or, to the extent that it consists of images, to see the document, with the naked eye or with the eye with suitable corrective lens; and
    - (ii) to retain a copy of the document.
- (2) In this paragraph—
  - “electronic record” has the meaning given by section 2(1) of the Electronic Transactions Ordinance, Cap.553 of the Laws of Hong Kong;
  - “information system” has the meaning given by section 2(1) of the Electronic Transactions Ordinance, Cap.553 of the Laws of Hong Kong.

**The First Owner**

**SEALED** with the Common Seal of

**The First Owner**

and **SIGNED** by

duly authorised by a board resolution of its

directors whose signature(s) is/are verified

by :-

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

**The First Assignee**

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

INTERPRETED to the First Assignee by :-

OR

SEALED with the Common Seal of the      )  
First Assignee and SIGNED by      )  
duly authorised by a board resolution of its      )  
directors in the presence of /      )  
whose signature(s) is/are verified      )  
by :      )]

**The DMC Manager**

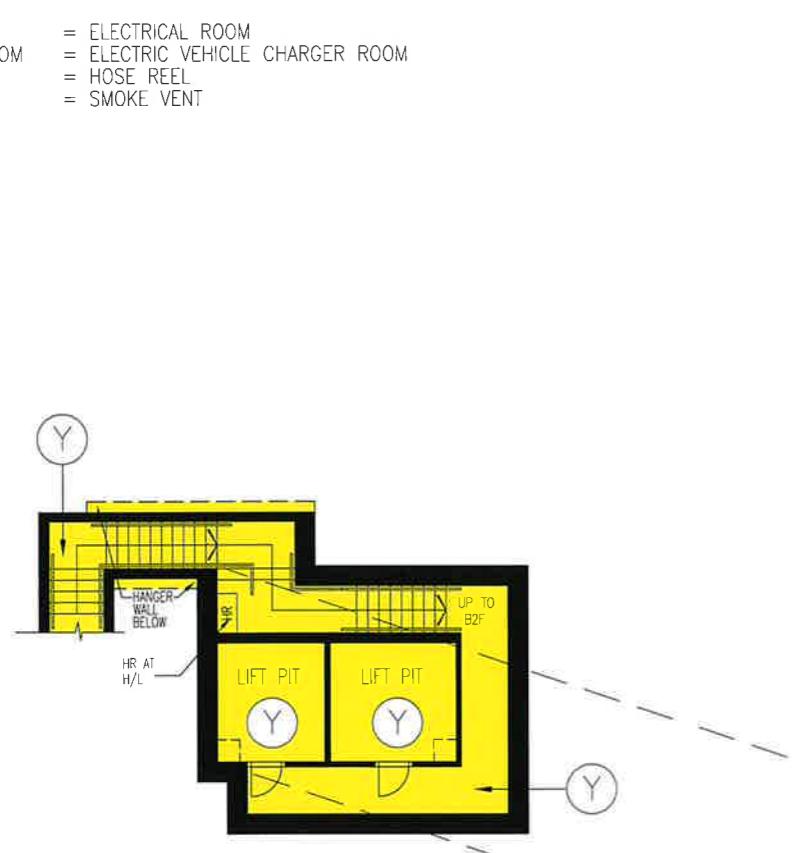
SEALED with the Common Seal of )  
the DMC Manager )  
and SIGNED by )  
duly authorised by a board resolution of its )  
directors whose signature(s) is/are verified )  
by :- )

**The Mortgagee**

SIGNED SEALED AND DELIVERED      )  
by                                      )  
    )  
    )  
    )  
the lawful attorney of the Mortgagee      )  
    )  
whose signature is verified by :-      )

ABBREVIATION:  
 EL ROOM = ELECTRICAL ROOM  
 EV CHARGER ROOM = ELECTRIC VEHICLE CHARGER ROOM  
 HR = HOSE REEL  
 SV = SMOKE VENT

PART PLAN LIFT PIT  
AT LEV. +33.645



LEGEND:

(I) INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES

(O) ORANGE – CARPARK COMMON AREAS AND FACILITIES

(P) PURPLE – VISITORS' PARKING SPACE FORMING PART OF RESIDENTIAL COMMON AREAS AND FACILITIES

(Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

(Y) YELLOW CROSS HATCHED BLACK – RESIDENTIAL COMMON AREAS AND FACILITIES (ACCESS TO CARPARK COMMON AREA AND FACILITIES)

(R) RED – COMMERCIAL ACCOMMODATION



B2/F PLAN

FOR IDENTIFICATION  
PURPOSE ONLY

**WONG TUNG & PARTNERS LIMITED**  
**ARCHITECTS & PLANNERS**  
  
 18/F, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong  
 T 852-2803 9888 F 852-2513 1728 [www.wongtung.com](http://www.wongtung.com)

PROJECT:  
 PROPOSED RESIDENTIAL DEVELOPMENT AT  
 I.L. 140 S.E ss. 1 RP, S.E RP, S.D RP &  
 I.L. 7986 RP., AT 3 GLENEALY, HONG KONG  
 TITLE: B2/F PLAN

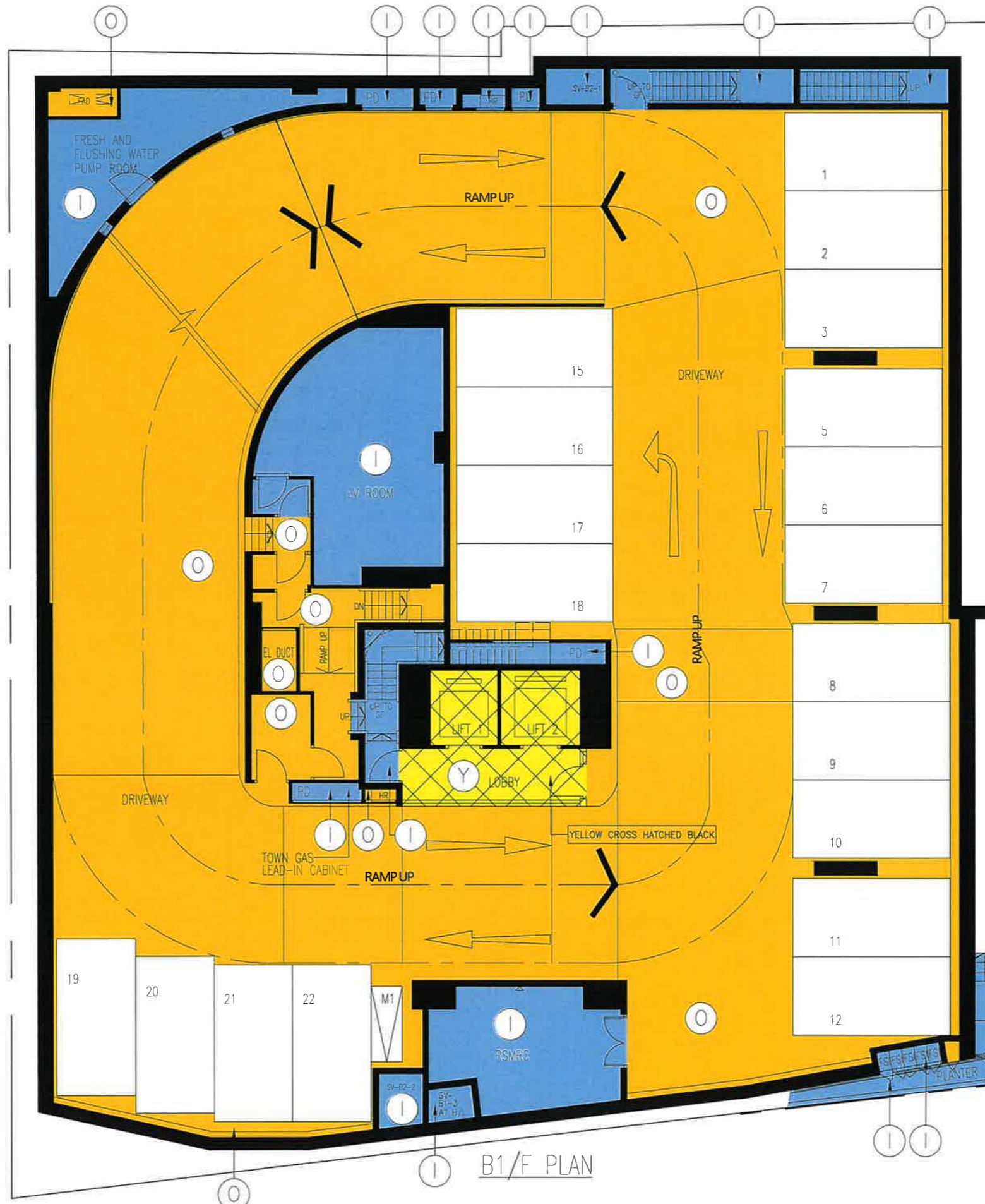
DRAWING NO.	REV. NO.
DMC-001	(01)
DATE: JAN 2026	SCALE: 1:150

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas, HKIA  
 Registered Architect, Authorized Person

ABBREVIATION:	
EAD	= EXHAUST AIR DUCT
EL DUCT	= ELECTRIC DUCT
EV CHARGER ROOM	= ELECTRIC VEHICLE CHARGER ROOM
FSI	= FIRE SERVICE INLET
HR	= HOSE REEL
LV ROOM	= LOW VOLTAGE SWITCH ROOM
PD	= PIPE DUCT
SV	= SMOKE VENT
RSMRC	= REFUSE STORAGE AND MATERIAL RECOVERY CHAMBER



LEGEND:

- Indigo – Development Common Areas and Facilities
- Orange – Carpark Common Areas and Facilities
- Yellow – Residential Common Areas and Facilities
- Yellow cross-hatched black – Residential Common Areas and Facilities (access to Carpark Common Area and Facilities)

FOR IDENTIFICATION  
PURPOSE ONLY

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person

ABBREVIATION:

- = AIR DUCT
- = ACCESSIBLE UNISEX TOILET
- = ELECTRIC DUCT
- = ELECTRICAL ROOM
- = ELECTRIC METER CABINET
- = FOOD AND BEVERAGE
- = FIRE SERVICE CONTROL ROOM
- = FEMALE LAVATORY
- = FIRE SERVICE INLET
- = FIRE SERVICE WATER TANK
- = FIRE SERVICE WATER AND PUMP ROOM
- = HOSE REEL
- = HIGH VOLTAGE SWITCH ROOM
- = LOADING AND UNLOADING (LIGHT GOODS VEHICLE)
- = MALE LAVATORY
- = PIPE DUCT
- = SMOKE VENT
- = TELECOMMUNICATION AND BROADCASTING EQUIPMENT ROOM
- = TRANSFORMER ROOM
- = UNISEX LAVATORY
- = VERTICAL GREENERY
- = WATER METER CABINET



ABBREVIATION:  
 A.F.  
 AT  
 EL  
 FLAV  
 MLAV  
 PD/P.D.  
 VG

= ARCHITECTURAL FEATURE  
 = ACCESSIBLE UNISEX TOILET  
 = ELECTRIC DUCT  
 = FEMALE LAVATORY  
 = MALE LAVATORY  
 = PIPE DUCT  
 = VERTICAL GREENERY

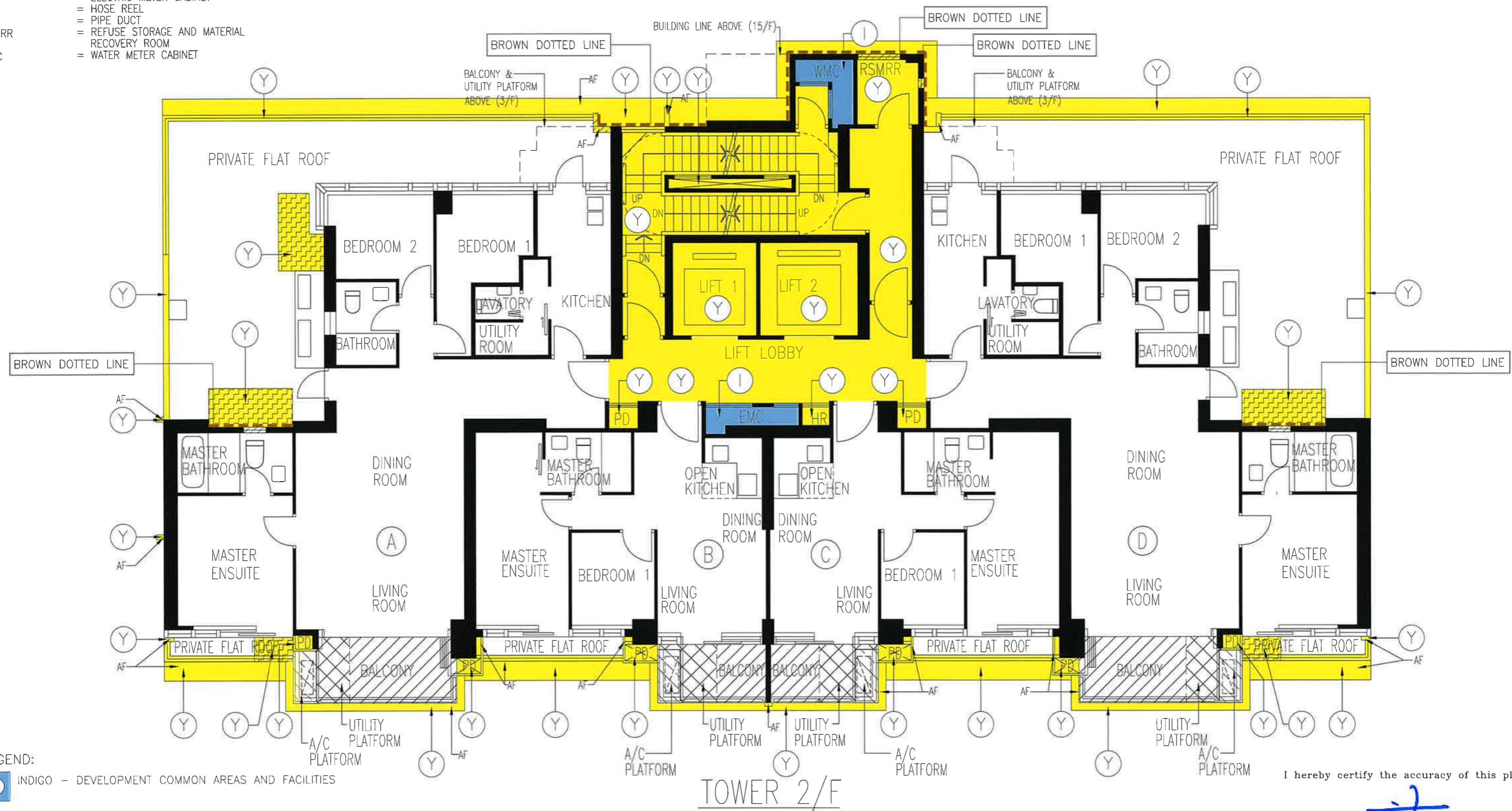


I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person

ABBREVIATION:

AF	= ARCHITECTURAL FEATURE
A/C PLATFORM	= AIR-CONDITIONER PLATFORM
EMC	= ELECTRIC METER CABINET
HR	= HOSE REEL
PD	= PIPE DUCT
RSMRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM
WMC	= WATER METER CABINET



### LEGEND:

INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES

**YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES**

 HATCHED BLACK - BALCONY

 HATCHED CROSS BLACK = UTILITY PLATFORM

 HATCHED DASHED BLACK — AREAS FOR AIR-CONDITIONIN

— BROWN DOTTED LINE —  
NON-STRUCTURAL  
PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION  
PURPOSE ONLY



PROJECT:  
PROPOSED RESIDENTIAL DEVELOPMENT AT  
I.L. 140 S.E ss. 1 RP, S.E RP, S.D RP &  
I.L.7986 RP., AT 3 GLENEALY, HONG KONG

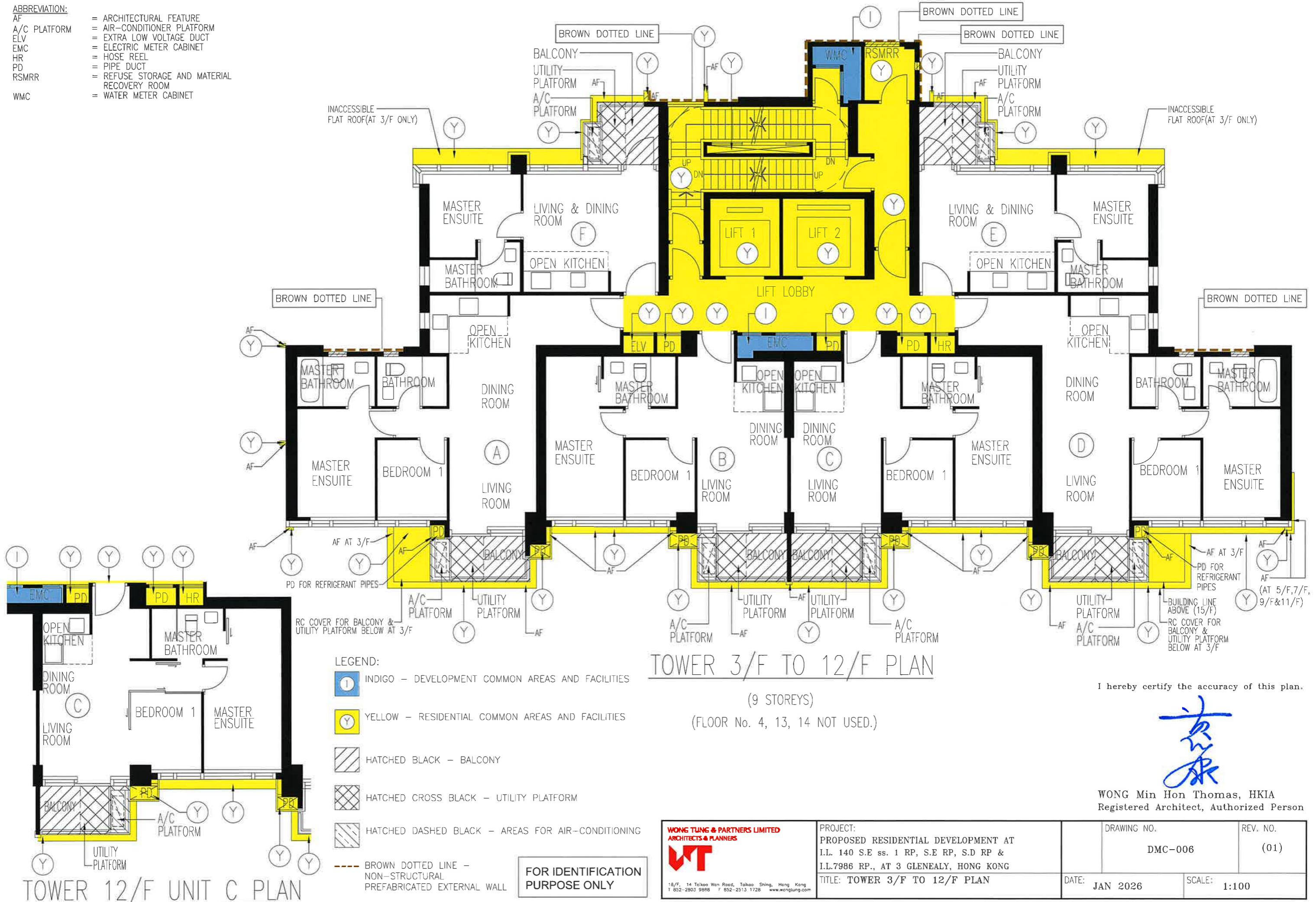
TITLE: TOWER 2/

I hereby certify the accuracy of this plan.

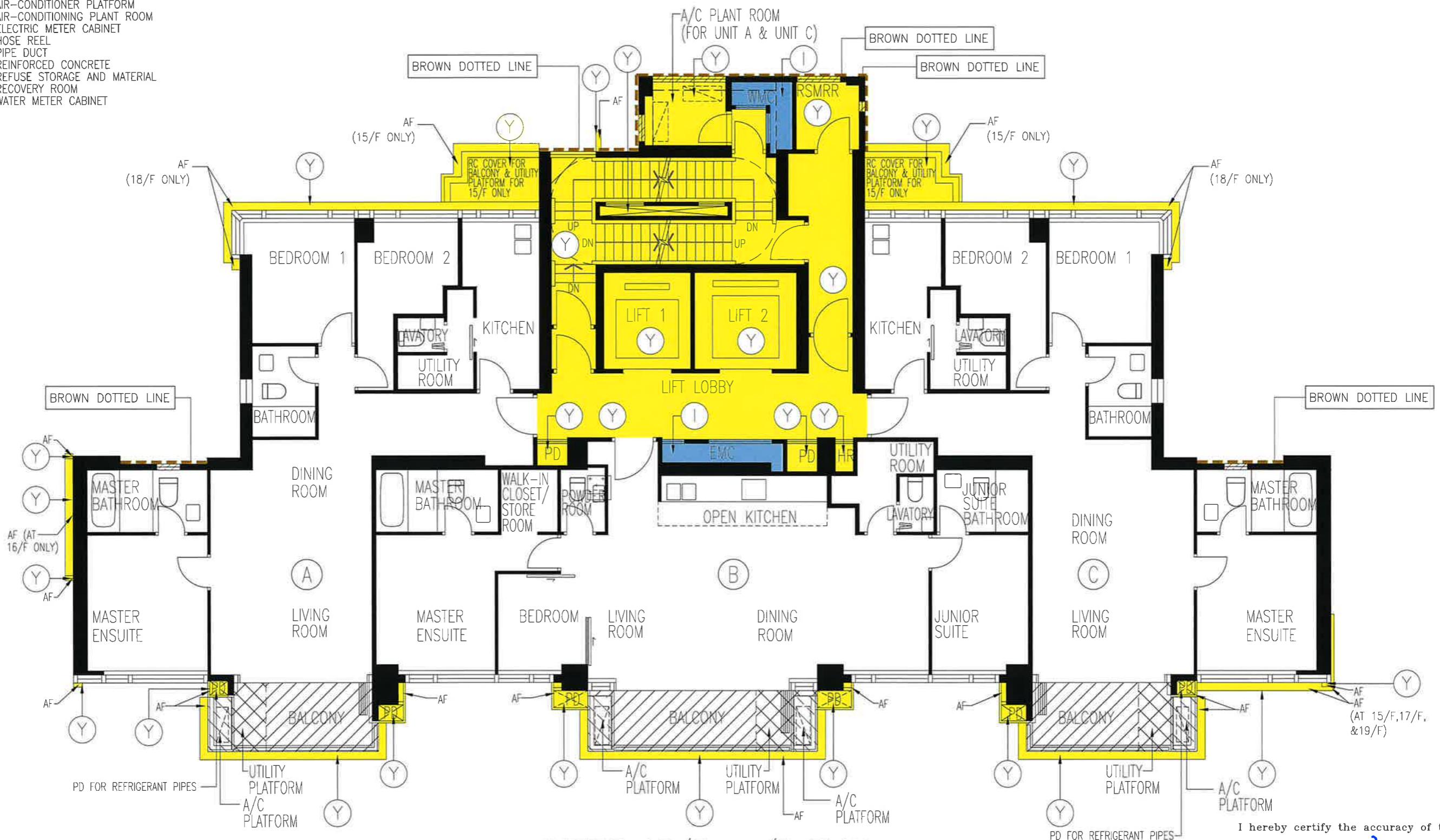
WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person

<b>WONG TUNG &amp; PARTNERS LIMITED</b> <b>ARCHITECTS &amp; PLANNERS</b> 	<b>PROJECT:</b> <b>PROPOSED RESIDENTIAL DEVELOPMENT AT</b> <b>I.L. 140 S.E ss. 1 RP, S.E RP, S.D RP &amp;</b> <b>I.L.7986 RP., AT 3 GLENEALY, HONG KONG</b>	<b>DRAWING NO.</b> <b>DMC-005</b>	<b>REV. NO.</b> <b>(01)</b>
	<b>TITLE:</b> TOWER 2/F	<b>DATE:</b> JAN 2026	<b>SCALE:</b> 1:100

ABBREVIATION:	
AF	= ARCHITECTURAL FEATURE
A/C PLATFORM	= AIR-CONDITIONER PLATFORM
ELV	= EXTRA LOW VOLTAGE DUCT
EMC	= ELECTRIC METER CABINET
HR	= HOSE REEL
PD	= PIPE DUCT
RSMRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM
WMC	= WATER METER CABINET



ABBREVIATION:	
AF	ARCHITECTURAL FEATURE
A/C PLATFORM	AIR-CONDITIONER PLATFORM
A/C PLANT ROOM	AIR-CONDITIONING PLANT ROOM
EMC	ELECTRIC METER CABINET
HR	HOSE REEL
PD	PIPE DUCT
RC	REINFORCED CONCRETE
RSMRR	REFUSE STORAGE AND MATERIAL RECOVERY ROOM
WMC	WATER METER CABINET



LEGEND:

I INDIGO - DEVELOPMENT COMMON AREAS AND FACILITIES

Y YELLOW - RESIDENTIAL COMMON AREAS AND FACILITIES

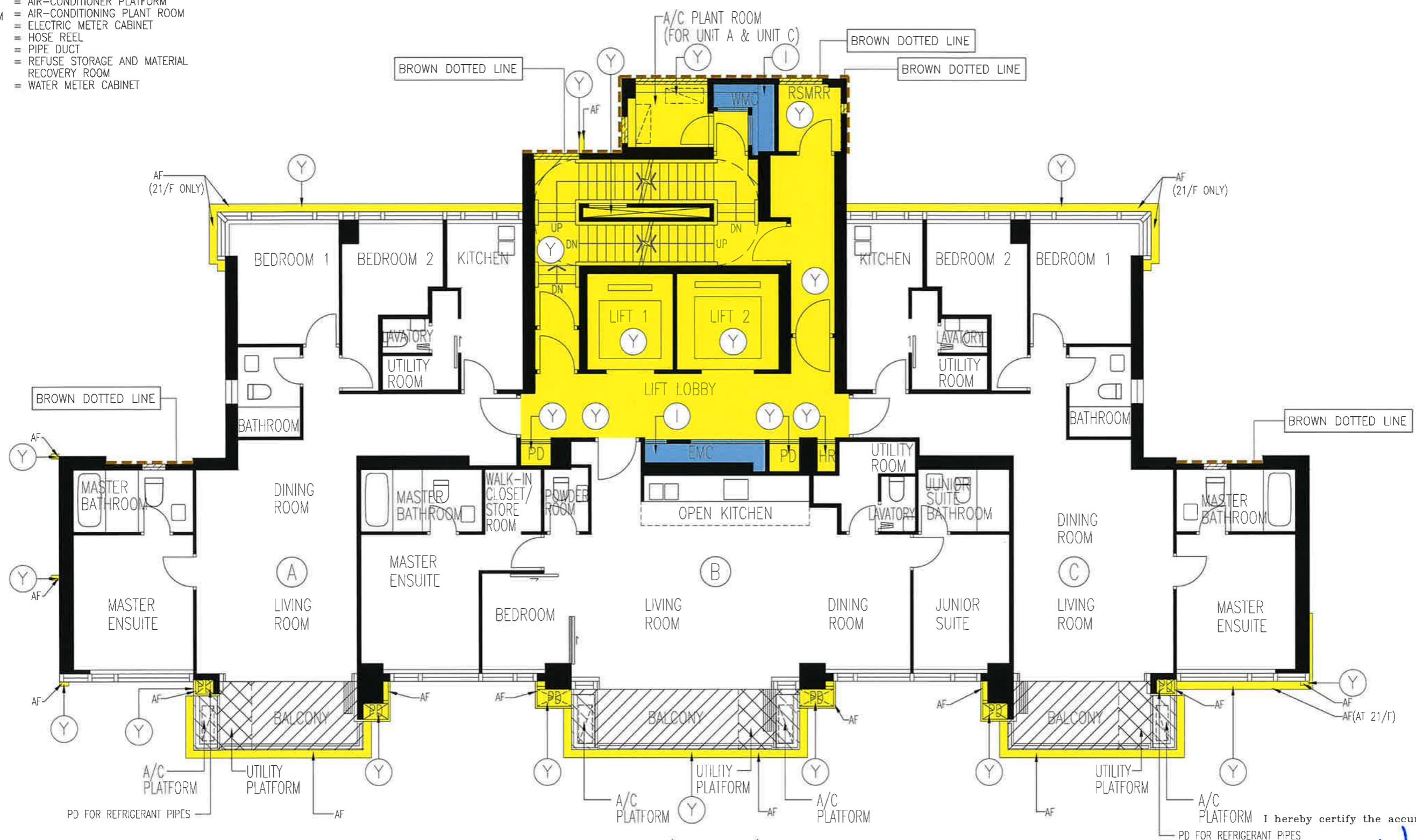
\ HATCHED BLACK - BALCONY

\ HATCHED CROSS BLACK - UTILITY PLATFORM

\ HATCHED DASHED BLACK - AREAS FOR AIR-CONDITIONING

--- BROWN DOTTED LINE -  
NON-STRUCTURAL  
PREFABRICATED EXTERNAL WALL

ABBREVIATION:  
 AF = ARCHITECTURAL FEATURE  
 A/C PLATFORM = AIR-CONDITIONER PLATFORM  
 A/C PLANT ROOM = AIR-CONDITIONING PLANT ROOM  
 EMC = ELECTRIC METER CABINET  
 HR = HOSE REEL  
 PD = PIPE DUCT  
 RSMRR = REFUSE STORAGE AND MATERIAL RECOVERY ROOM  
 WMC = WATER METER CABINET



LEGEND:

INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES

YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

HATCHED BLACK – BALCONY

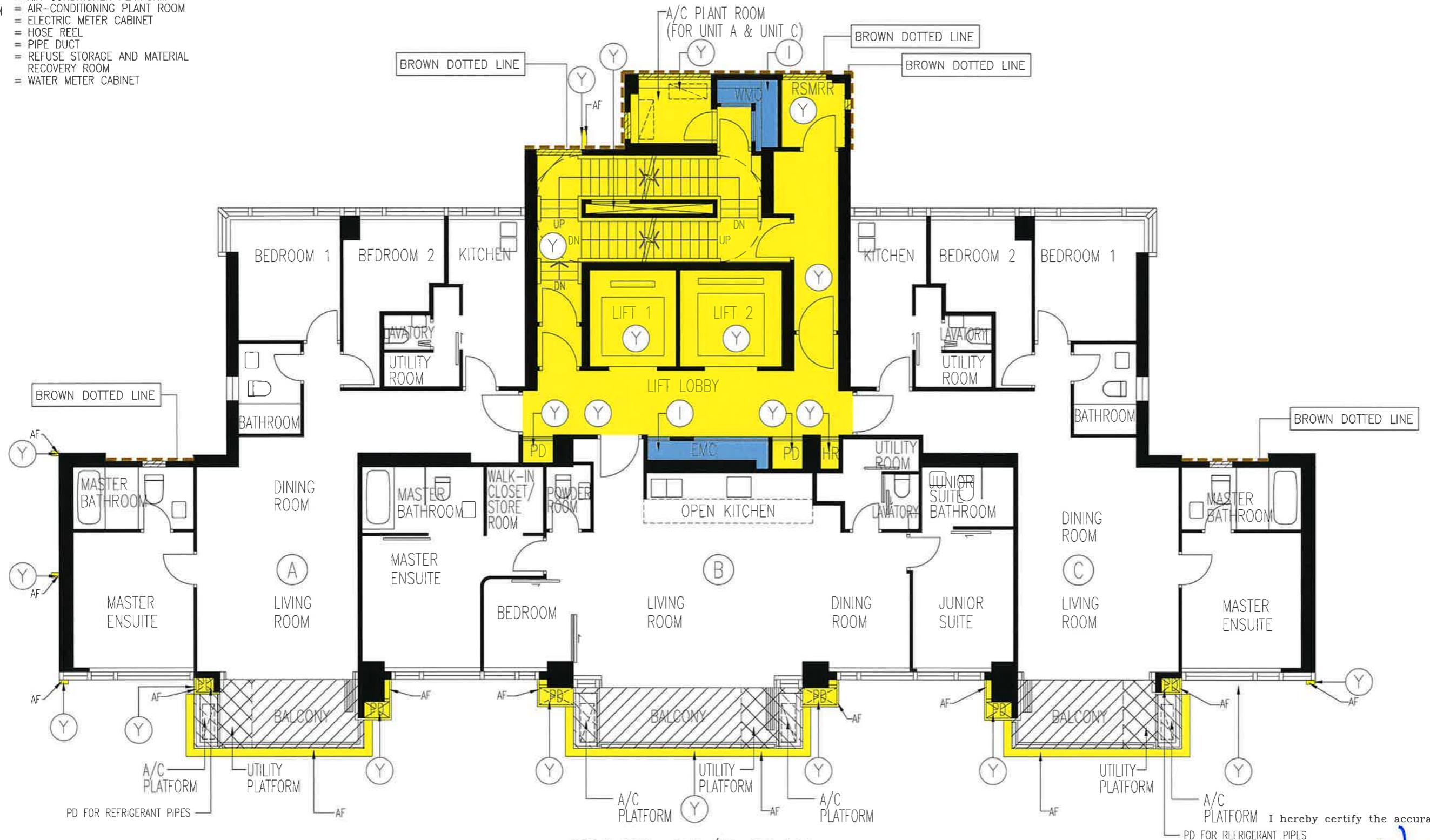
HATCHED CROSS BLACK – UTILITY PLATFORM

HATCHED DASHED BLACK – AREAS FOR AIR-CONDITIONING

BROWN DOTTED LINE –  
NON-STRUCTURAL  
PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION  
PURPOSE ONLY

<u>ABBREVIATION:</u>	
AF	= ARCHITECTURAL FEATURE
A/C PLATFORM	= AIR-CONDITIONER PLATFORM
A/C PLANT ROOM	= AIR-CONDITIONING PLANT ROOM
EMC	= ELECTRIC METER CABINET
HR	= HOSE REEL
PD	= PIPE DUCT
RSMRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM
WMC	= WATER METER CABINET



PLATFOM I hereby certify the accuracy of this plan.  
PD FOR REFRIGERANT PIPES

LEGEND:

INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES

 **YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES**

---- BROWN DOTTED LINE -  
NON-STRUCTURAL  
PREFABRICATED EXTERNAL WALL

 HATCHED BLACK - BALCONY

 HATCHED CROSS BLACK - UTILITY PLATFORM

 HATCHED DASHED BLACK - AREAS FOR AIR-CONDITIONING

ER 22/F PLAN

(1 STOREY

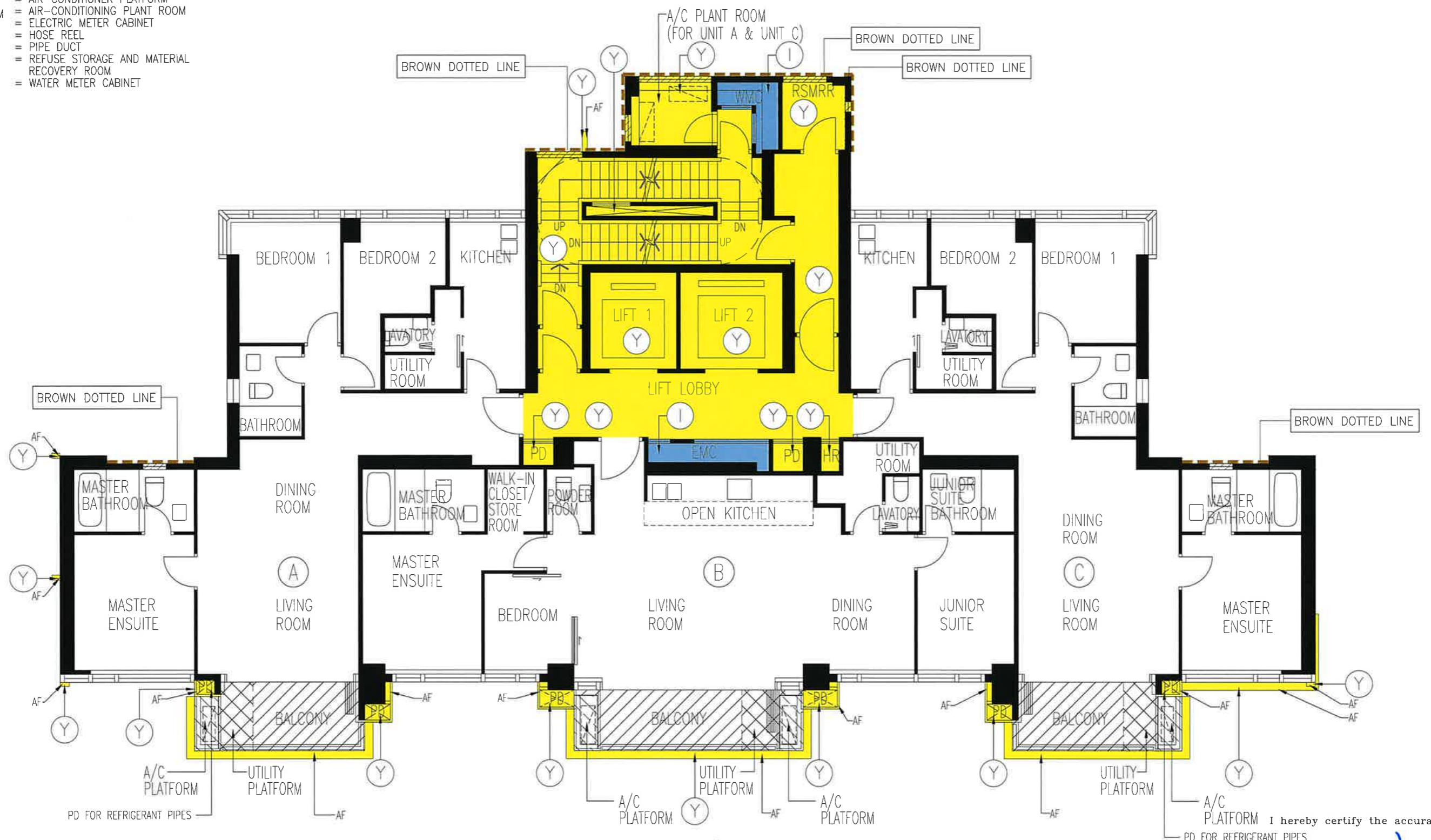
FOR IDENTIFICATION  
PURPOSE ONLY



PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT I.L. 140 S.E ss. 1 RP, S.E RP, S.D RP & LL.7986 RP., AT 3 GLENEALY, HONG KONG	DRAWING NO. DMC-009	REV. NO. (01)
TITLE: TOWER 22/F PLAN	DATE: JAN 2026	SCALE: 1:100

### ABBREVIATION:

AF	= ARCHITECTURAL FEATURE
A/C PLATFORM	= AIR-CONDITIONER PLATFORM
A/C PLANT ROOM	= AIR-CONDITIONING PLANT ROOM
EMC	= ELECTRIC METER CABINET
HR	= HOSE REEL
PD	= PIPE DUCT
RSMRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM
WMC	= WATER METER CABINET



PLATFORM I hereby certify the accuracy of this plan.  
PD FOR REFRIGERANT PIPES

## LEGEND:

INDIGO -- DEVELOPMENT COMMON AREAS AND FACILITIES

 YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

— BROWN DOTTED LINE —  
NON-STRUCTURAL  
PREFABRICATED EXTERNAL WALL

 HATCHED BLACK - BALCONY

HATCHED CROSS BLACK – UTILITY PLATFORM

HATCHED DASHED BLACK - AREAS FOR AIR-CONDITIONIN

VER 23/F PLAN

(1 STOREY)

FOR IDENTIFICATION  
PURPOSE ONLY



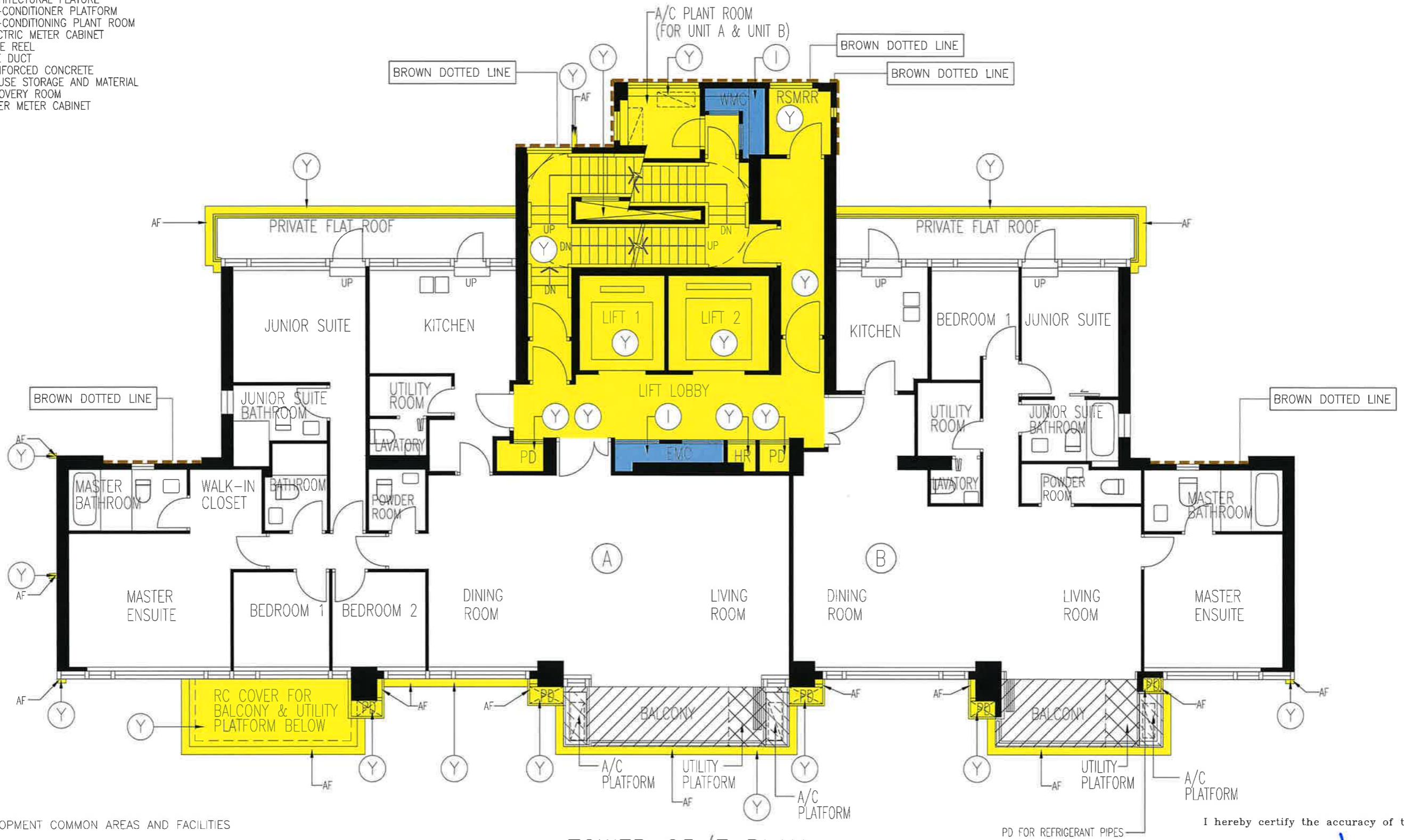
PROJECT:  
PROPOSED RESIDENTIAL DEVELOPMENT AT  
I.L. 140 S.E ss. 1 RP, S.E RP, S.D RP &  
I.L.7986 RP., AT 3 GLENEALY, HONG KONG  
TITLE TOWER SG (T. BAN)

TITLE: TOWER 23/F PLAN

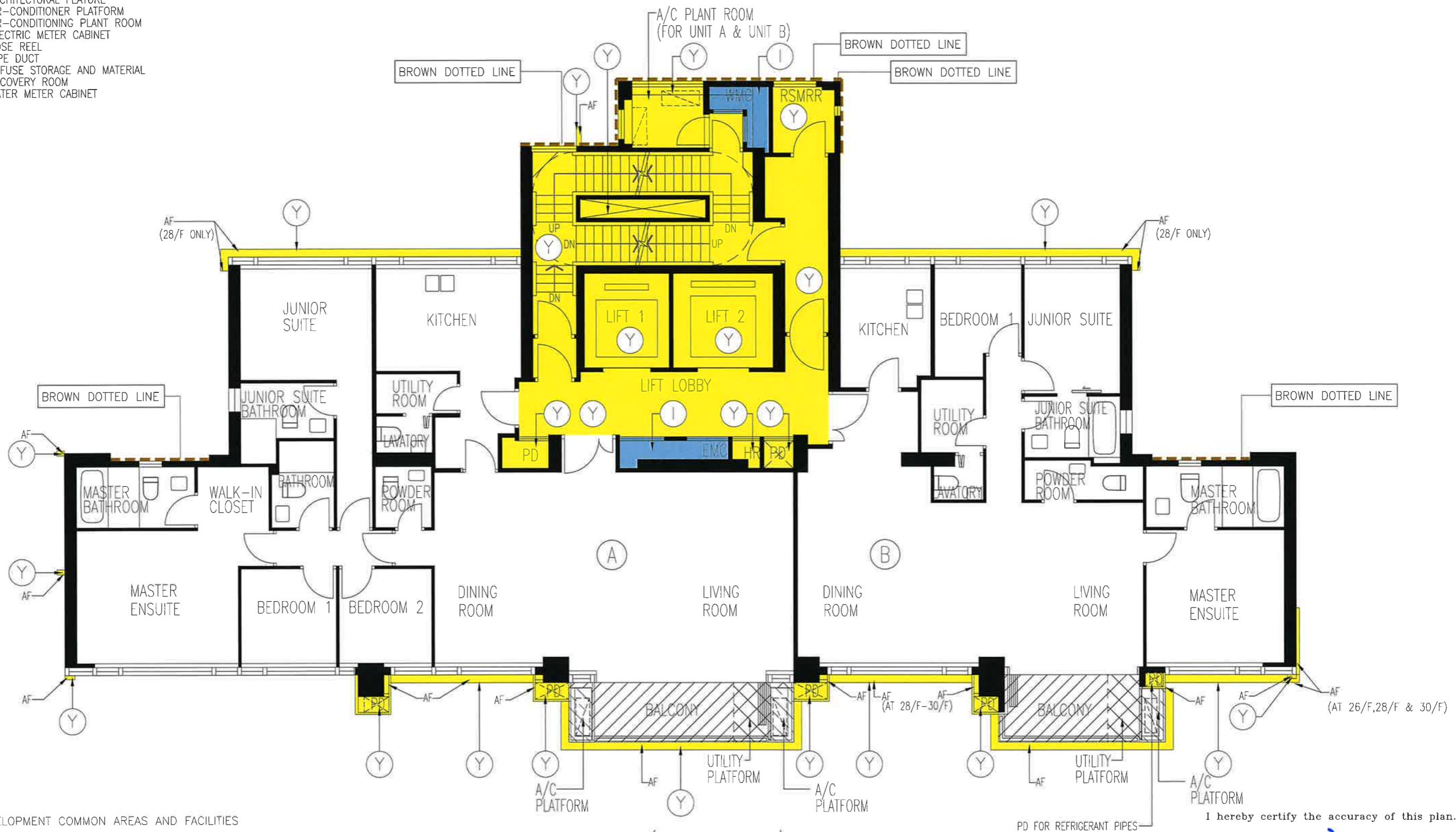
WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person

DRAWING NO.	REV. NO.
DMC-010	(01)
JAN 2026	SCALE: 1:100

ABBREVIATION:	
AF	= ARCHITECTURAL FEATURE
A/C PLATFORM	= AIR-CONDITIONER PLATFORM
A/C PLANT ROOM	= AIR-CONDITIONING PLANT ROOM
EMC	= ELECTRIC METER CABINET
HR	= HOSE REEL
PD	= PIPE DUCT
RC	= REINFORCED CONCRETE
RSMRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM
WMC	= WATER METER CABINET



ABBREVIATION:	
AF	= ARCHITECTURAL FEATURE
A/C PLATFORM	= AIR-CONDITIONER PLATFORM
A/C PLANT ROOM	= AIR-CONDITIONING PLANT ROOM
EMC	= ELECTRIC METER CABINET
HR	= HOSE REEL
PD	= PIPE DUCT
RSMRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM
WMC	= WATER METER CABINET



LEGEND:

INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES

YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

HATCHED BLACK – BALCONY

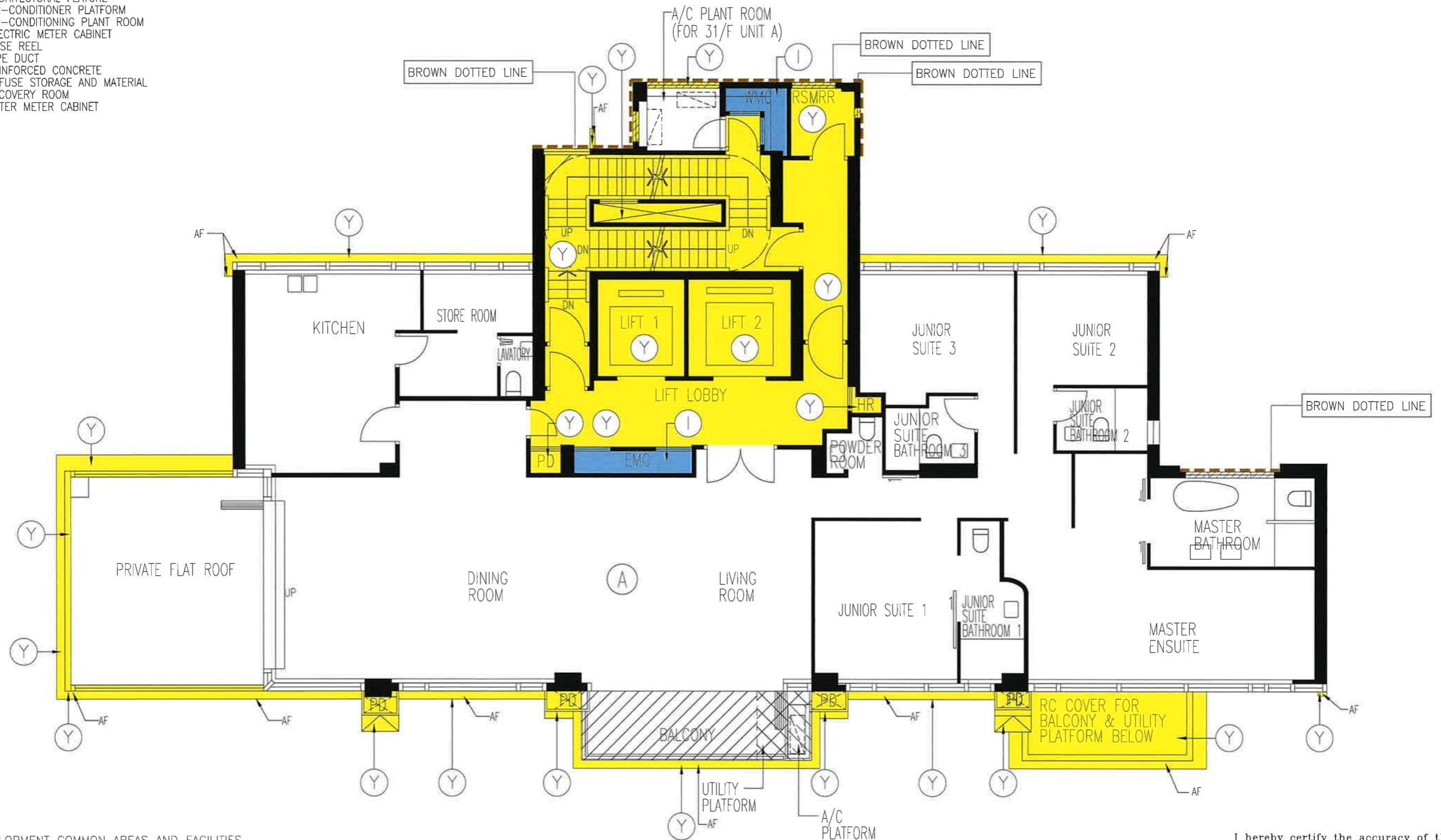
HATCHED CROSS BLACK – UTILITY PLATFORM

HATCHED DASHED BLACK – AREAS FOR AIR-CONDITIONING

BROWN DOTTED LINE – NON-STRUCTURAL PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION  
PURPOSE ONLY

<u>ABBREVIATION:</u>	
AF	= ARCHITECTURAL FEATURE
A/C PLATFORM	= AIR-CONDITIONER PLATFORM
A/C PLANT ROOM	= AIR-CONDITIONING PLANT ROOM
EMC	= ELECTRIC METER CABINET
HR	= HOSE REEL
PD	= PIPE DUCT
RC	= REINFORCED CONCRETE
RSMRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM
WMC	= WATER METER CABINET



## LEGEND:

INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES

 YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

 HATCHED BLACK - BALCONY

 HATCHED CROSS BLACK – UTILITY PLATFORM

HATCHED DASHED BLACK - AREAS FOR AIR-CONDITIONING

— BROWN DOTTED LINE —  
NON-STRUCTURAL  
PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION  
PURPOSE ONLY



PROJECT:  
PROPOSED RESIDENTIAL DEVELOPMENT AT  
I.L. 140 S.E ss. 1 RP, S.E RP, S.D RP &  
I.L.7986 RP., AT 3 GLENEALY, HONG KONG

TITLE: TOWER 31/F PLA

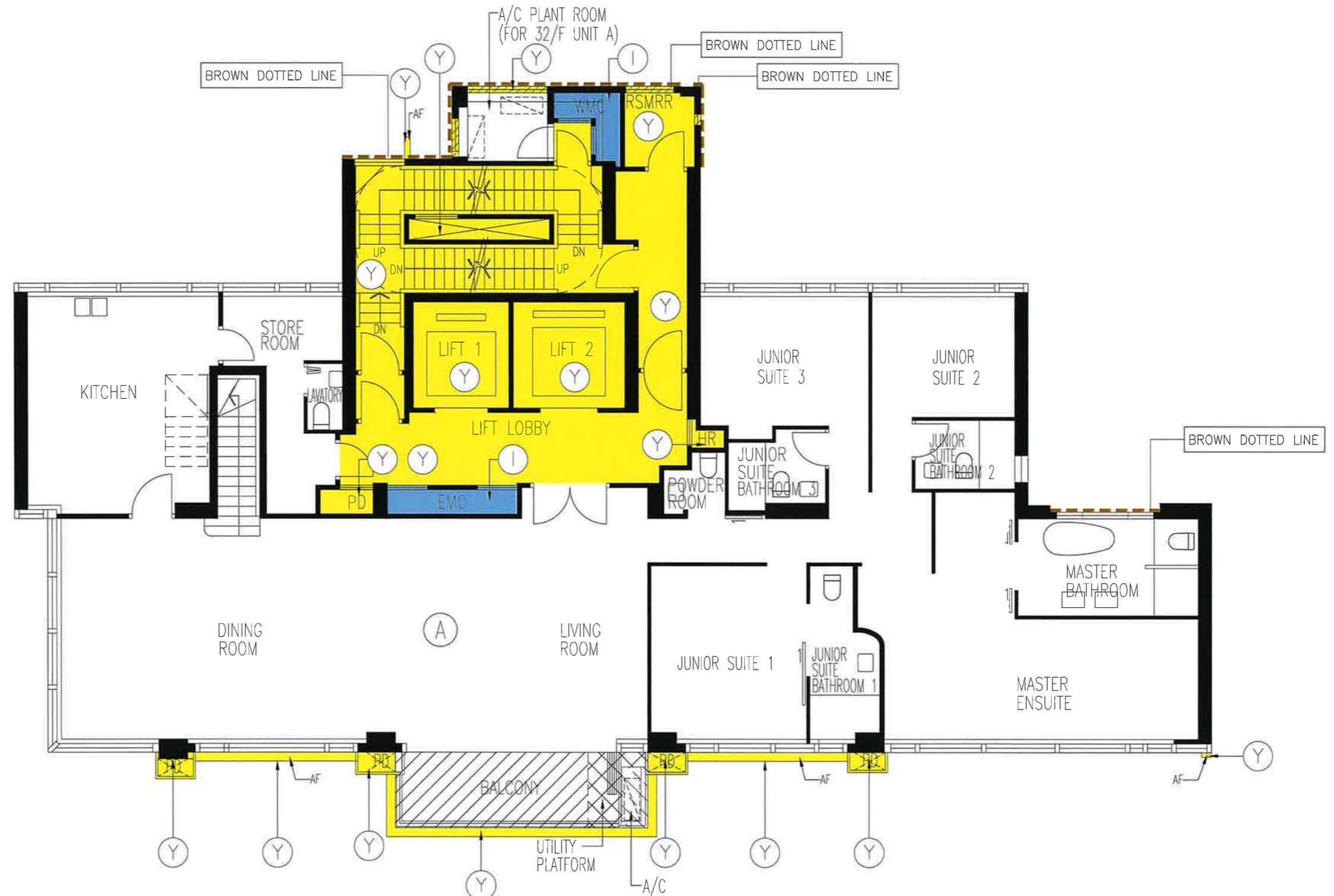
I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person

<b>WONG TUNG &amp; PARTNERS LIMITED</b> <b>ARCHITECTS &amp; PLANNERS</b> 	<b>PROJECT:</b> <b>PROPOSED RESIDENTIAL DEVELOPMENT AT</b> <b>I.L. 140 S.E ss. 1 RP, S.E RP, S.D RP &amp;</b> <b>I.L.7986 RP., AT 3 GLENEALY, HONG KONG</b>		<b>DRAWING NO.</b> <b>DMC-013</b>	<b>REV. NO.</b> <b>(01)</b>
	<b>TITLE: TOWER 31/F PLAN</b>	<b>DATE:</b> JAN 2026	<b>SCALE:</b> 1:100	

ABBREVIATION:

AF = ARCHITECTURAL FEATURE  
 A/C PLATFORM = AIR-CONDITIONER PLATFORM  
 A/C PLANT ROOM = AIR-CONDITIONING PLANT ROOM  
 EMC = ELECTRIC METER CABINET  
 HR = HOSE REEL  
 PD = PIPE DUCT  
 RSMRR = REFUSE STORAGE AND MATERIAL RECOVERY ROOM  
 WMC = WATER METER CABINET



LEGEND:

INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES

YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

HATCHED BLACK – BALCONY

HATCHED CROSS BLACK – UTILITY PLATFORM

HATCHED DASHED BLACK – AREAS FOR AIR-CONDITIONING

BROWN DOTTED LINE –  
NON-STRUCTURAL  
PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION  
PURPOSE ONLY

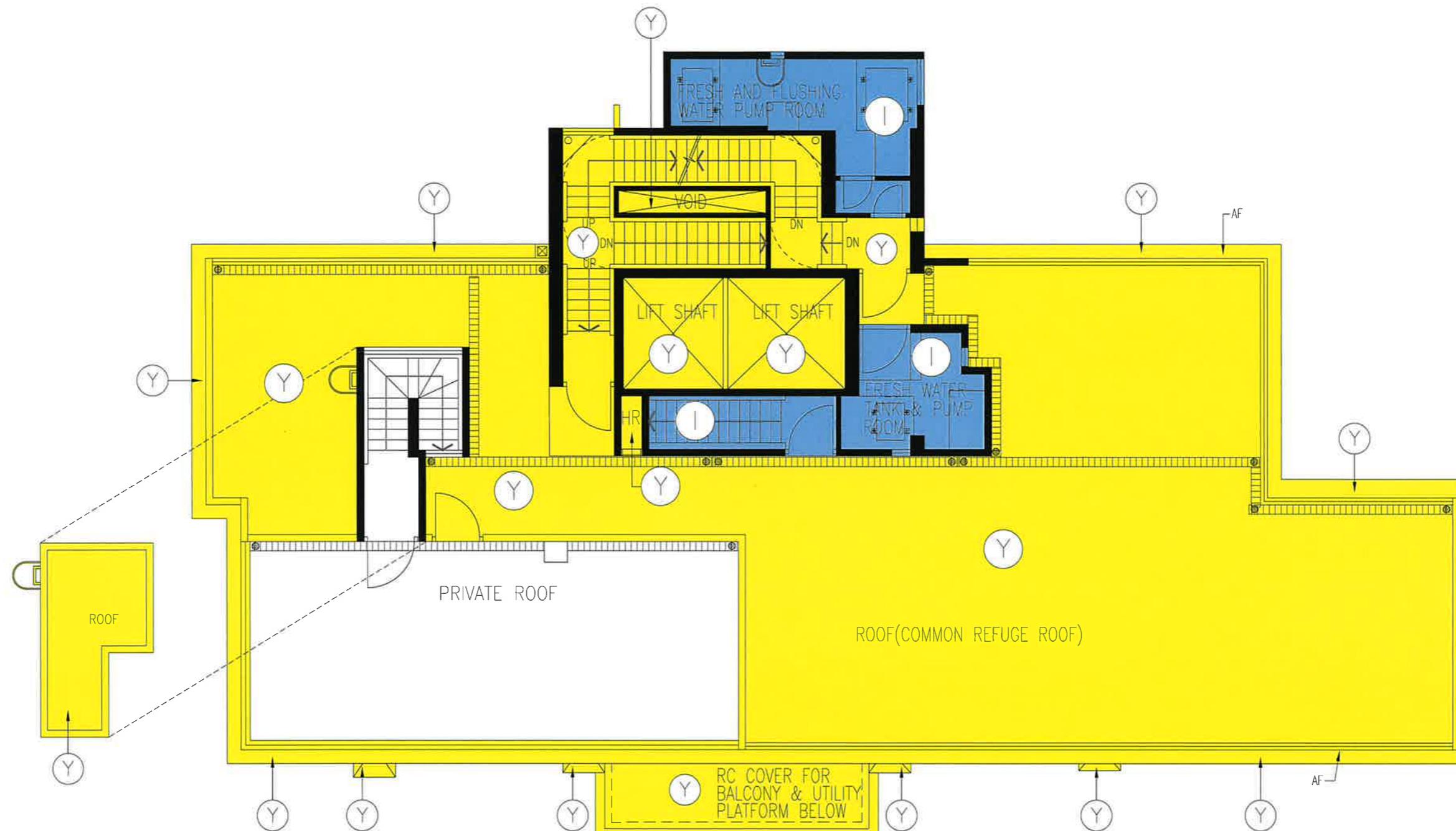
I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS 	PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT I.L. 140 S.E ss. 1 RP, S.E RP, S.D RP & I.L.7986 RP., AT 3 GLENEALY, HONG KONG	DRAWING NO. DMC-014	REV. NO. (01)
	TITLE: TOWER 32/F PLAN	DATE: JAN 2026	SCALE: 1:100

ABBREVIATION:

RC = REINFORCED CONCRETE



I hereby certify the accuracy of this plan.

LEGEND:

INDIGO -- DEVELOPMENT COMMON AREAS AND FACILITIES

YELLOW -- RESIDENTIAL COMMON AREAS AND FACILITIES

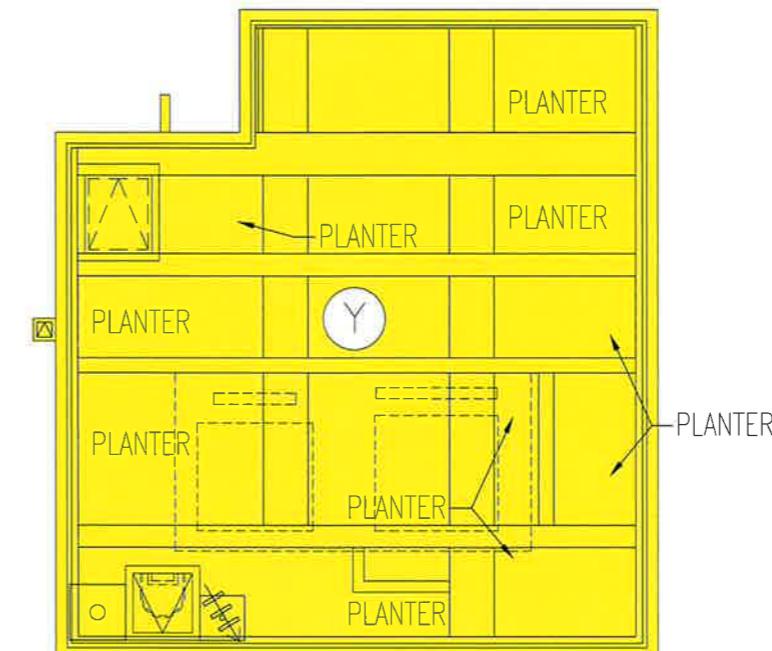
TOWER MAIN ROOF

WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person

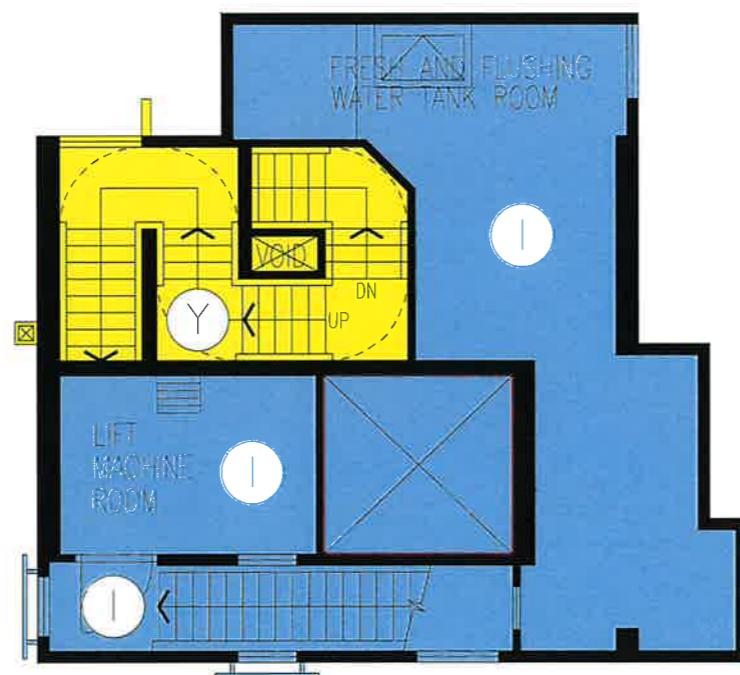
FOR IDENTIFICATION  
PURPOSE ONLY

ABBREVIATION:

HR = HOSE REEL



TOP ROOF PLAN



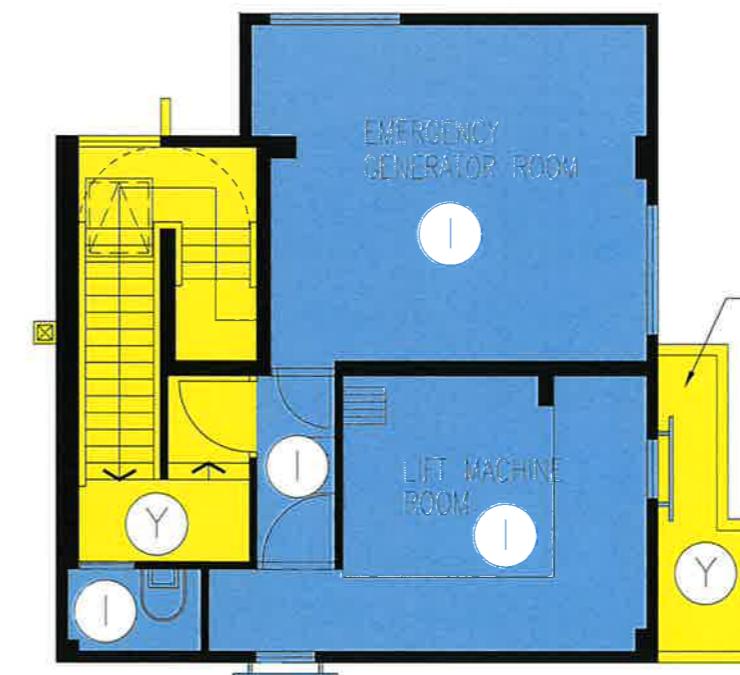
LOWER ROOF PLAN

LEGEND:

 INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES

 YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

FOR IDENTIFICATION  
PURPOSE ONLY

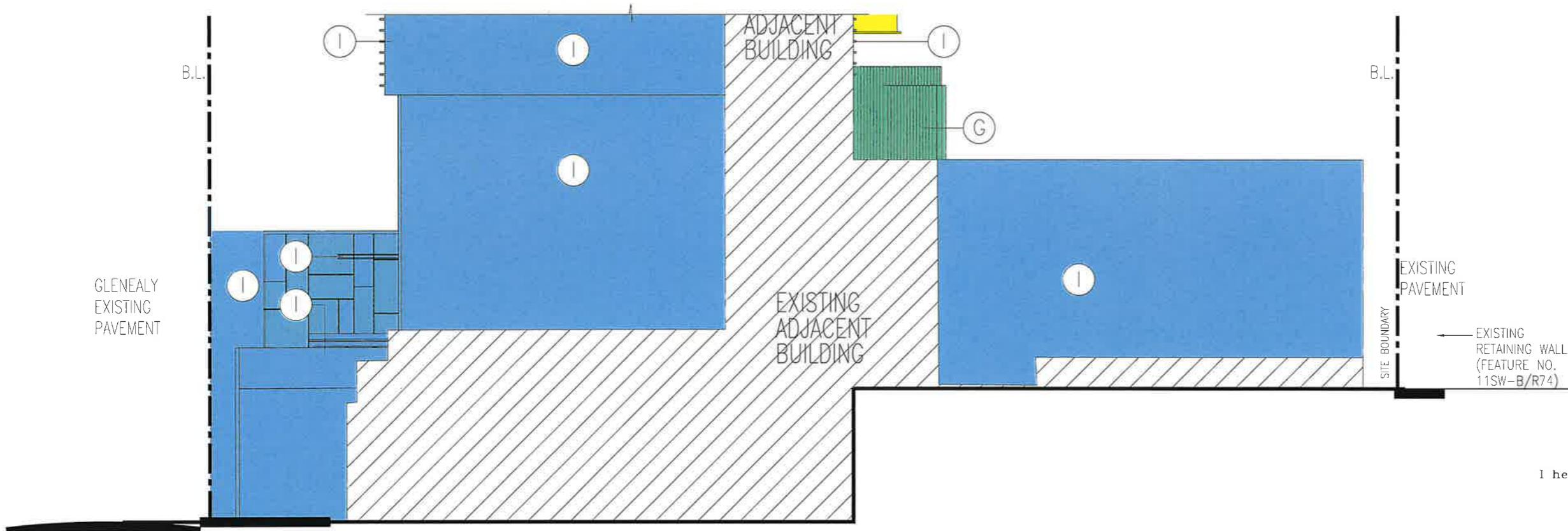
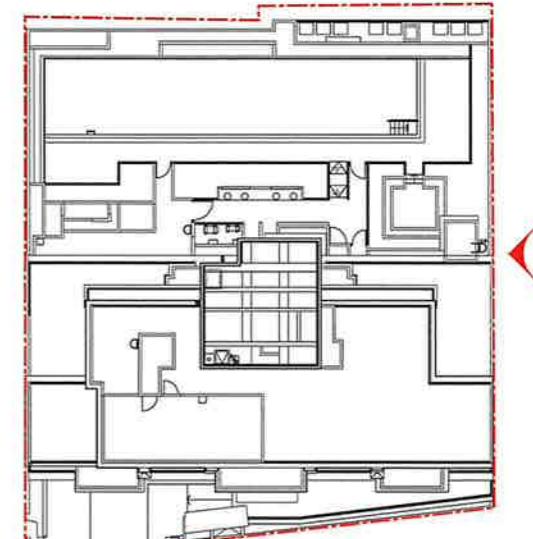
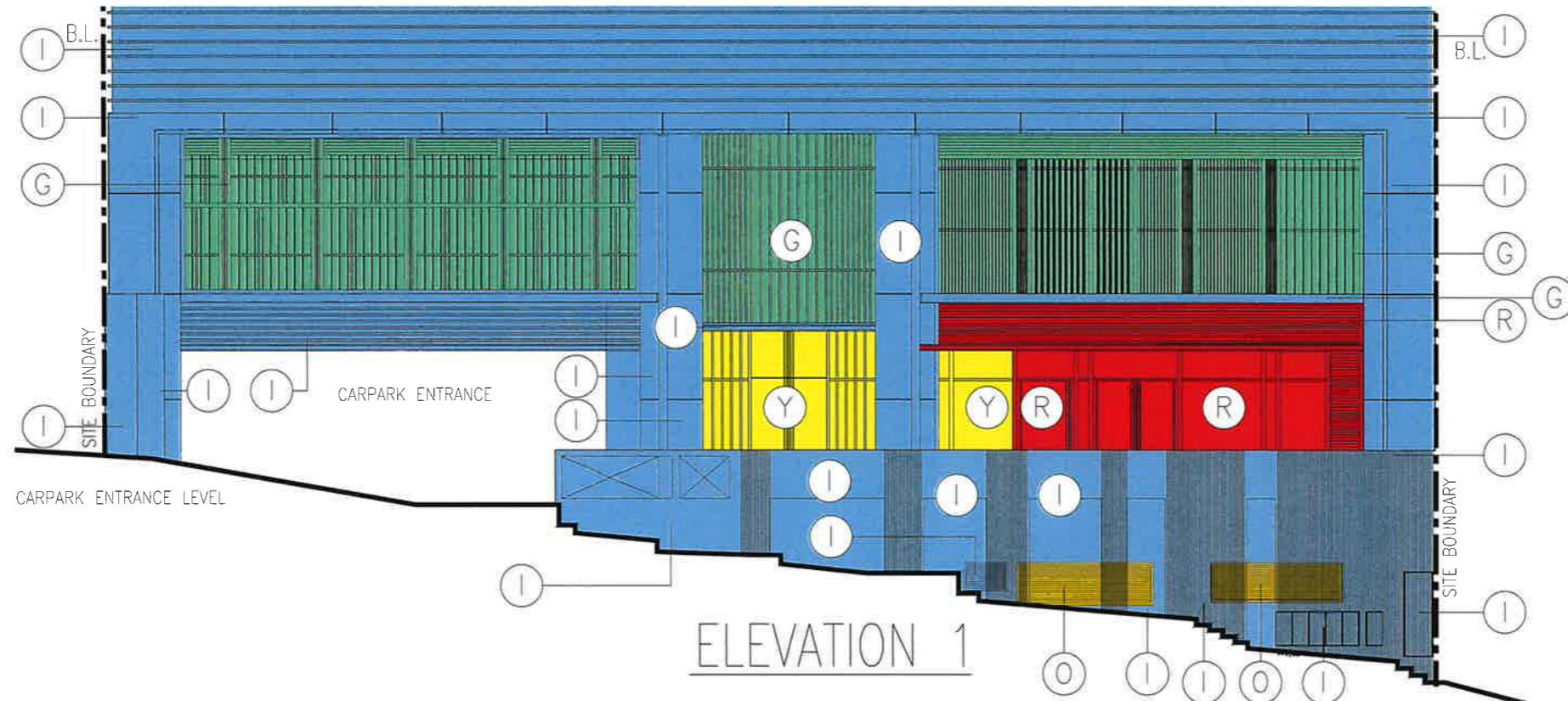


INTERMEDIATE ROOF PLAN

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person



LEGEND:

I INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES

Y YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

G GREEN – RECREATIONAL AREAS AND FACILITIES FORMING PART OF RESIDENTIAL COMMON AREAS AND FACILITIES

R RED – COMMERCIAL ACCOMMODATION

FOR IDENTIFICATION  
PURPOSE ONLY

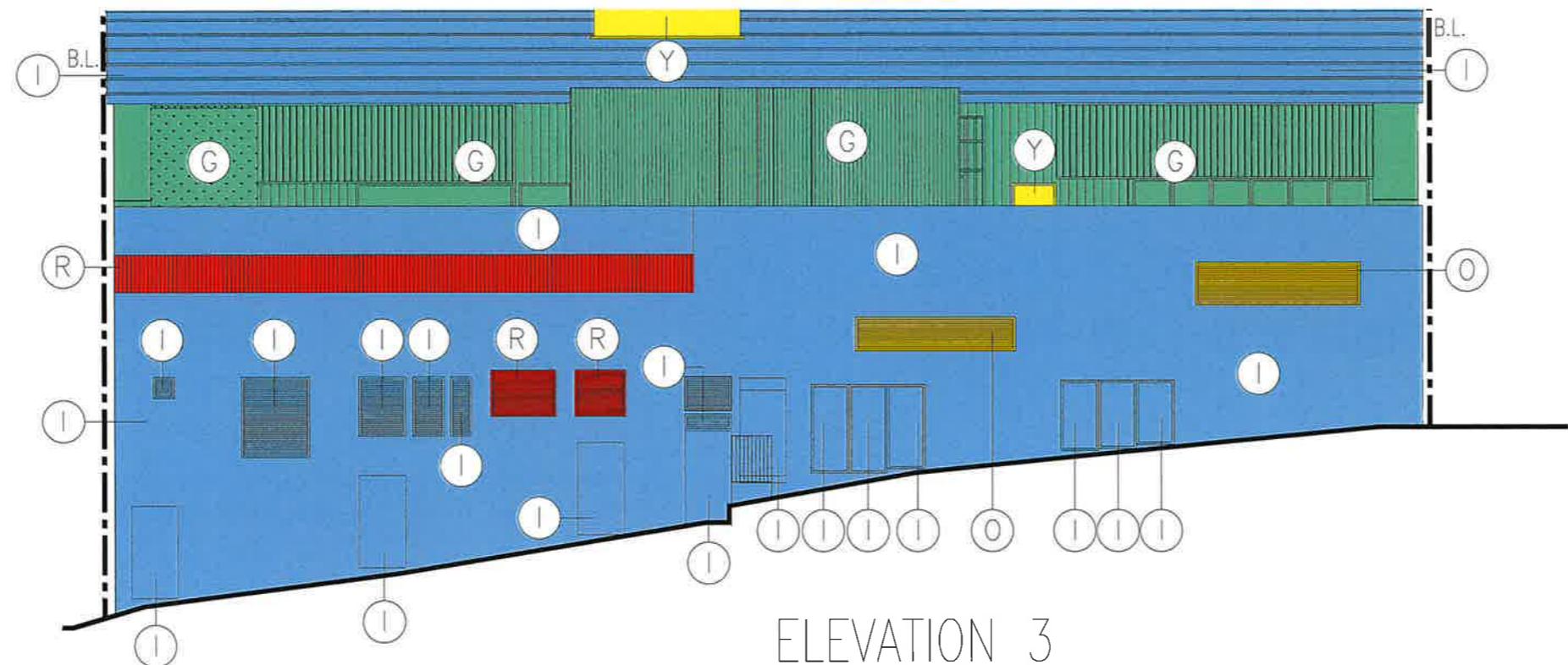
**WONG TUNG & PARTNERS LIMITED**  
ARCHITECTS & PLANNERS  
**WT**  
18/F, 14 Takeo Wan Road, Tai Kok Shing, Hong Kong  
T 852-2803 9018 F 852-2513 1726 [www.wongtung.com](http://www.wongtung.com)

PROJECT:  
PROPOSED RESIDENTIAL DEVELOPMENT AT  
I.L. 140 S.E ss. 1 RP, S.E RP, S.D RP &  
I.L. 7986 RP., AT 3 GLENEALY, HONG KONG  
TITLE: PODIUM ELEVATION 1 & 2

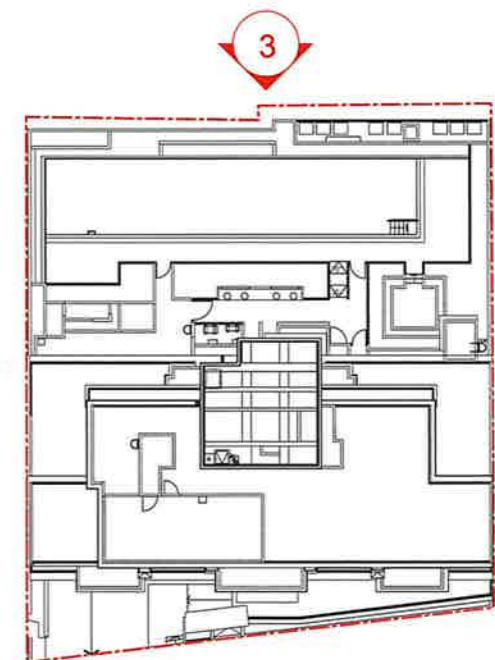
DRAWING NO.	DMC-017	REV. NO.	(01)
DATE: JAN 2026		SCALE:	1:150

I hereby certify the accuracy of this plan.

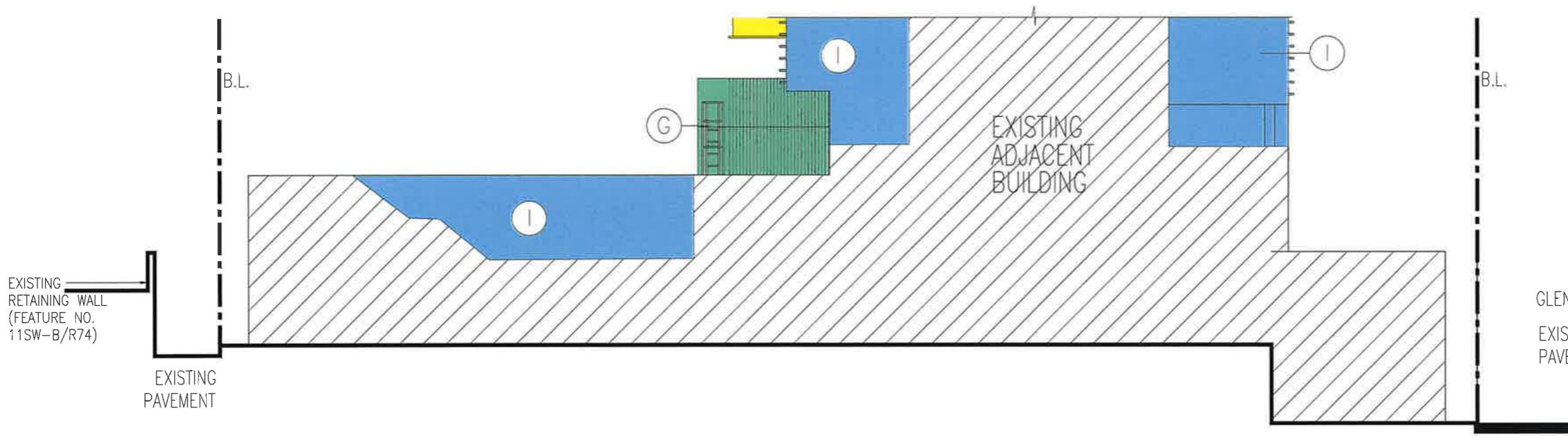
WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person



ELEVATION 3



KEY PLAN



ELEVATION 4

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person

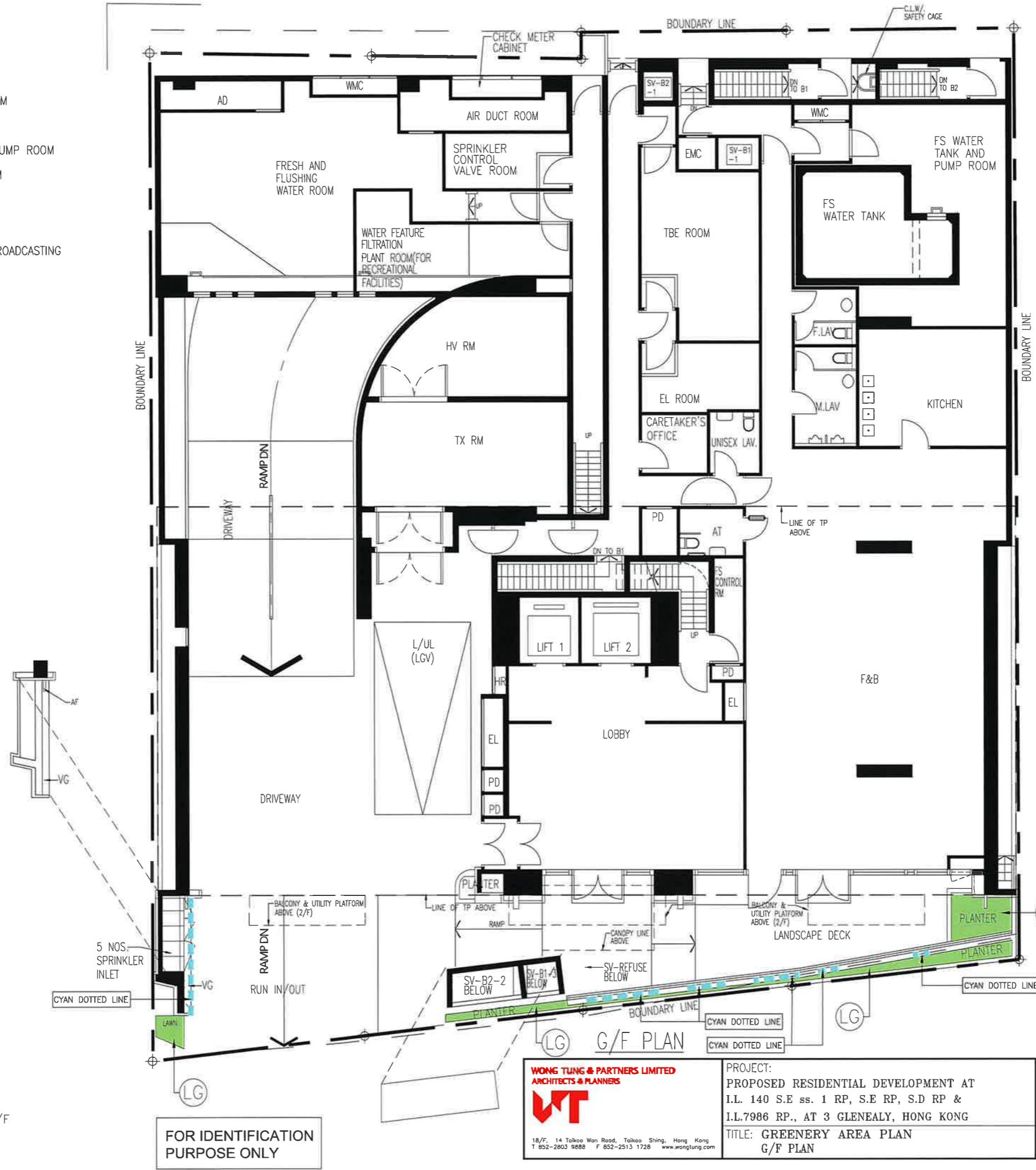
LEGEND:

- I INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES
- O ORANGE – CARPARK COMMON AREAS AND FACILITIES
- Y YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- G GREEN – RECREATIONAL AREAS AND FACILITIES FORMING PART OF RESIDENTIAL COMMON AREAS AND FACILITIES
- R RED – COMMERCIAL ACCOMMODATION

FOR IDENTIFICATION  
PURPOSE ONLY

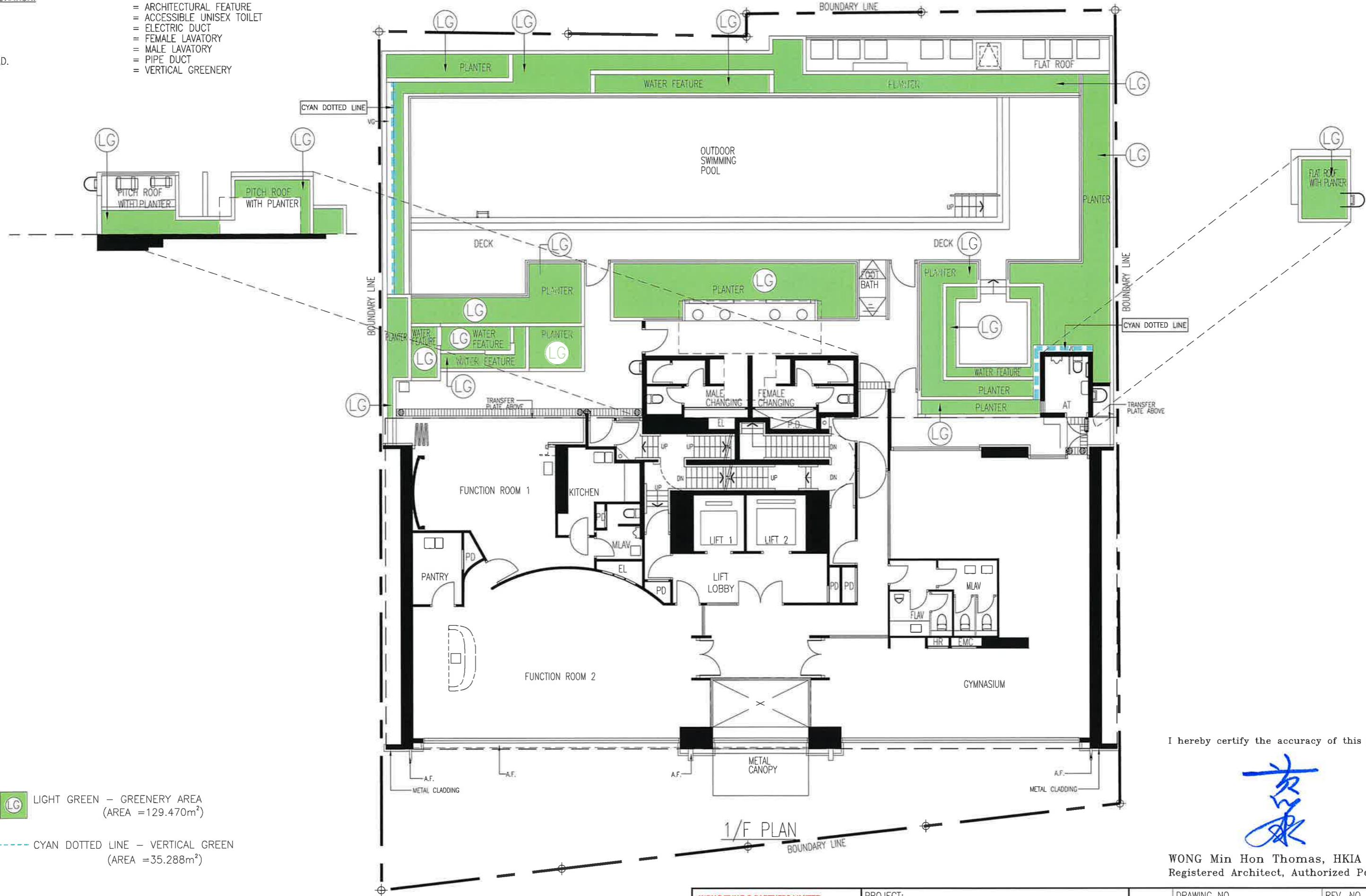
ABBREVIATION:

AD	= AIR DUCT
AT	= ACCESSIBLE UNISEX TOILET
EL	= ELECTRIC DUCT
EL ROOM	= ELECTRICAL ROOM
EMC	= ELECTRIC METER CABINET
F&B	= FOOD AND BEVERAGE
FS CONTROL ROOM	= FIRE SERVICE CONTROL ROOM
F.LAV	= FEMALE LAVATORY
FSI	= FIRE SERVICE INLET
FS WATER TANK	= FIRE SERVICE WATER TANK
FS WATER TANK AND PUMP ROOM	= FIRE SERVICE WATER AND PUMP ROOM
HR	= HOSE REEL
HV RM	= HIGH VOLTAGE SWITCH ROOM
L/UL (LGV)	= LOADING AND UNLOADING (LIGHT GOODS VEHICLE)
M.LAV	= MALE LAVATORY
PD	= PIPE DUCT
SV	= SMOKE VENT
TBE ROOM	= TELECOMMUNICATION AND BROADCASTING EQUIPMENT ROOM
TX RM	= TRANSFORMER ROOM
UNISEX LAV.	= UNISEX LAVATORY
VG	= VERTICAL GREENERY
WMC	= WATER METER CABINET



## ABBREVIATION-

- = ARCHITECTURAL FEATURE
- = ACCESSIBLE UNISEX TOILET
- = ELECTRIC DUCT
- = FEMALE LAVATORY
- = MALE LAVATORY
- = PIPE DUCT
- = VERTICAL GREENERY



 LIGHT GREEN – GREENERY AREA  
(AREA = 129.470m<sup>2</sup>)

----- CYAN DOTTED LINE – VERTICAL GREEN  
(AREA = 35.288m<sup>2</sup>)

$$\begin{aligned} \text{TOTAL GREENERY AREA AT } 1/F \\ = 129.470m^2 + 35.288m^2 \\ = 164.758m^2 \end{aligned}$$

FOR IDENTIFICATION  
PURPOSE ONLY



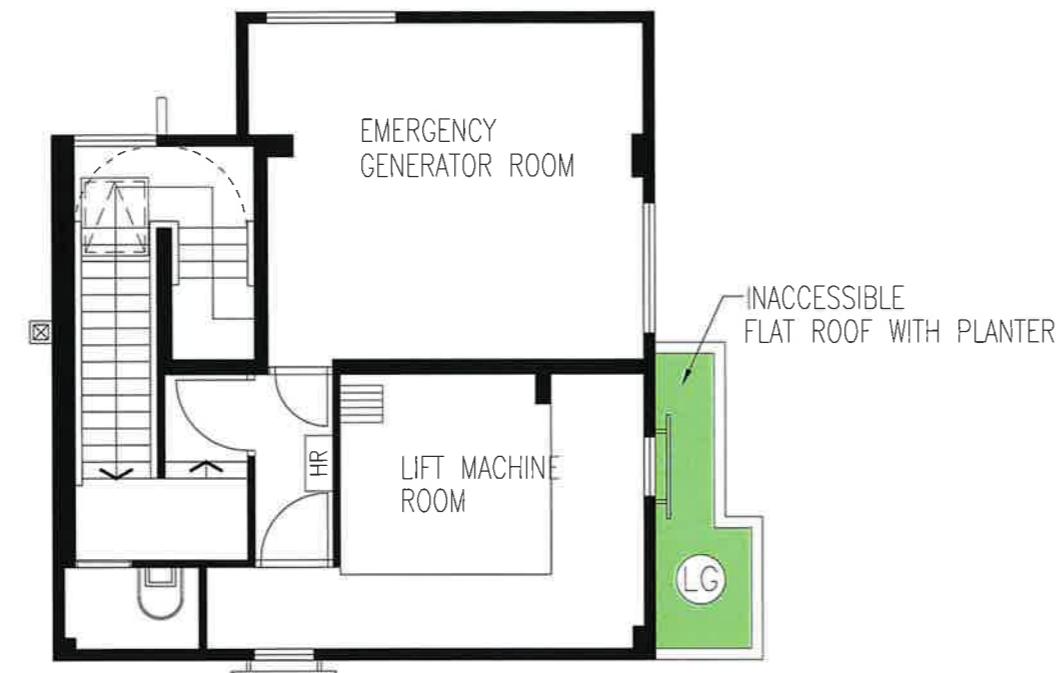
PROJECT:  
PROPOSED RESIDENTIAL DEVELOPMENT AT  
I.L. 140 S.E ss. 1 RP, S.E RP, S.D RP &  
I.L.7986 RP., AT 3 GLENEALY, HONG KONG  
TITLE: GREENERY AREA PLAN  
1/5 PLAN

WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person

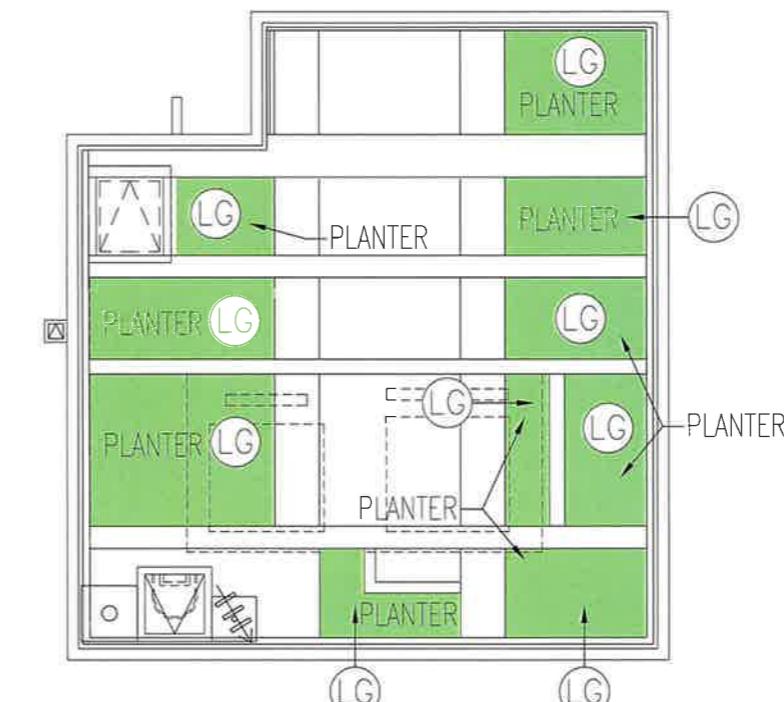
I hereby certify the accuracy of this plan

方  
正

<b>WONG TUNG &amp; PARTNERS LIMITED ARCHITECTS &amp; PLANNERS</b> 	PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT I.L. 140 S.E ss. 1 RP, S.E RP, S.D RP & I.L. 7986 RP., AT 3 GLENEALY, HONG KONG	DRAWING NO. DMC-020	REV. NO. (01)
18/F, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 <a href="http://www.wongtung.com">www.wongtung.com</a>	TITLE: GREENERY AREA PLAN 1/F PLAN	DATE: JAN 2026	SCALE: 1:150



INTERMEDIATE ROOF PLAN



TOP ROOF PLAN

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA  
Registered Architect, Authorized Person

 LIGHT GREEN – GREENERY AREA  
AREA=27.306m<sup>2</sup>

FOR IDENTIFICATION  
PURPOSE ONLY

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

**MILLION BASE PROPERTIES LIMITED**

AND

[ ]

AND

**ISLAND SOUTH PROPERTY MANAGEMENT LIMITED**

AND

**STANDARD CHARTERED BANK (HONG KONG) LIMITED**

\*\*\*\*\*

**DEED OF MUTUAL COVENANT  
AND MANAGEMENT AGREEMENT**

\*\*\*\*\*

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

Ref.: B73/SHK/HFM/LYF  
(2026 01 16) (v.21)