

Stamp Duty — \$ Nil
 Registration Fee \$ 30.00

No. 234546

A MEMORIAL required to be registered in the North District Land Office according to the Land Registration Ordinance (Cap. 128) and the New Territories Ordinance (Cap. 97.)

Names and object of Instrument.	DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT (whereof a copy is hereto annexed)
Date of Instrument.	Dated the 11th day of January 1990
Names and addresses of parties.	AOKI CORPORATION a corporation incorporated under the laws of Japan with a place of business in Hong Kong at Suite 603, 6th Floor, Mount Parker House, Citiplaza, No. 1111 King's Road, Quarry Bay, Hong Kong. and ("the First Owner") SUM MEI WAN (沈美雲) of Unit G, 25th Floor, Block 1, Tsui Lai Garden, New Territories. and ("the First Purchaser") KENDA SERVICES LIMITED whose registered office is situate at 2nd Floor, Eastern Commercial Centre, 397 Hennessy Road, Hong Kong. ("the Management Company")
Registration Fee \$ Receipt No. Date	30 261-086283 25 JAN 1990
Description of land or premises affected and where situate	FANLING SHEUNG SHUI TOWN LOT NO. 1 (TSUI LAI GARDEN, Sheung Shui, New Territories)
Consideration and to whom and how paid.	N I L
Particulars of encumbrances to which the premises are subject, and other special covenants or particulars mentioned in the Instrument.	Please see annexed copy.
Name and addresses of witnesses	Please see annexed copy.
Signature of parties signing Memorial	<i>Chito Tanaka</i> <i>Sum Mei Wan</i>

I, Raymond M.S. Kwok of
 Messrs. DENTON HALL BURGIN & WARRENS, SOLICITORS
 duly admitted and enrolled as a solicitor in the Colony of Hong
 Kong, hereby certify that according to Section 7 of the Land
 Registration Ordinance (Cap. 128) the foregoing Memorial contains
 a just and true account of the several particulars therein set forth.
 Dated the 15th day of January 1990.

Raymond M.S. Kwok
 Solicitor, Hong Kong.

Received at the North DISTRICT LAND
 OFFICE and Registered by Memorial No. 234546
 on 25 JAN 1990

[Signature]
 p. Land Officer

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T H I S D E E D is made the 11th day of January One thousand
nine hundred and ninety

BETWEEN AOKI CORPORATION, a corporation incorporated under the laws of
Japan with a place of business in Hong Kong at Suite 603, 6th Floor, Mount
Parker House, Citiplaza, No.1111 King's Road, Quarry Bay, Hong Kong
(hereinafter called "the First Owner" which expression shall where the
context so admits include its successors and assigns) of the first part
and SUM MEI WAN (沈美雲) of Unit G, 25th Floor, Block 1, Tsui Lai
Garden, New Territories (whose executors administrators and assigns are
where not inapplicable hereinafter included under the designation "the First
Purchaser") of the second part and KENDA SERVICES LIMITED whose registered
office is situate at 2nd Floor, Eastern Commercial Centre, 397 Hennessy
Road, Hong Kong (hereinafter called "the Management Company" which
expression shall where the context so admits include its successors and
assigns) of the third part.

W H E R E A S :-

- (1) Immediately prior to the assignment to the First Purchaser hereinafter
referred to, the First Owner was the registered owner of the Land which is
held from the Government subject to the payment of rent and the observance
and performance of the covenants and conditions reserved by and contained in
the Crown Grant.
- (2) The First Owner is in the course of constructing or has constructed
the Estate on the Land in accordance with the Crown Grant and the Master
Plans.
- (3) The Estate will comprise, inter alia, six Residential Blocks, a
Commercial Complex, Recreational Facilities, Landscaped Areas, a
Kindergarten, a Taxi Stand, Car Parks, an L.P. Gas Compound and a Refuse
Collection Station.
- (4) For the purposes of sale and individual ownership, the Land and the
Estate have been notionally divided into 23,288 equal undivided shares which
are allocated in the manner more particularly set out in the First Schedule
hereto.

(5) By an assignment of even date herewith and made between the First Owner of the one part and the First Purchaser of the other part the First Owner assigned unto the First Purchaser All Those "11" equal undivided 23,288 parts or shares of and in the Land and the Estate Together with the exclusive right and privilege to hold use occupy and enjoy ALL THAT UNIT G on the 25TH FLOOR of BLOCK 1 of the Estate in manner therein more particularly mentioned and which said Unit G is also more particularly described in the Second Schedule hereto.

(6) The First Owner and the First Purchaser have agreed with the Management Company that the Management Company shall undertake the management and maintenance of the Land and the Estate and the parties hereto have agreed to enter into this Deed for the purposes of making provisions for such management and of defining and regulating the rights interests and obligations of themselves and all subsequent owners in respect of the Land and the Estate.

(7) The Registrar General (Land Officer) has given his approval to the terms of this Deed pursuant to Special Condition (14)(b)(ii) of the Crown Grant.

NOW THIS DEED WITNESSETH as follows :-

1. DEFINITIONS AND INTERPRETATIONS

(a) In this Deed the following words and expressions shall have the following meanings ascribed to them wherever the context so permits :-

"Access Ways" shall mean the Footpath and the Pedestrian Access as hereinafter defined.

"Air-conditioning Plant Areas" shall mean the Air-conditioning Plant Areas situate in the First Floor and Roof Floor of the Commercial Complex.

"Car Parks" shall mean all the areas within the Estate provided for the parking of motor vehicles.

"Car Parks
Common Areas" shall mean all the areas within the Estate
exclusively serving the Car Parks.

"Commercial
Complex" shall mean the building in the Estate intended for
commercial use consisting of inter alia the
Commercial Units, the Refuse Collection Station,
the Loading and Unloading Area therein and such of
the Car Parks as are situated thereon or therein.

"Commercial
Common Areas" shall, subject as hereinafter provided,
mean the entrances, lobbies, passages, arcades,
machine rooms, toilets, Air-conditioning Plant
Areas and the Loading and Unloading Area of the
Commercial Complex and any other parts of the
Commercial Complex intended for the exclusive and
common use and benefit of the Commercial Units
therein PROVIDED ALWAYS that in the case of any
portion or space (including, but not limited to,
any passage or corridor) in the Commercial Complex
which is intended for the common use of the Owners
of some of the Commercial Units and not intended
for the common use of the Owners of the other
Commercial Units, such portion or space may
subject to the prior written approval of the
Manager be excluded as part of the Commercial
Common Areas and the exclusive right to use such
portion or space and the right to have the same
enclosed may be allocated to the Commercial
Owner(s) of the Commercial Units adjacent to or in
the immediate vicinity of such portion or space
PROVIDED FURTHER THAT such Commercial Owners
shall be responsible for the maintenance and
repair thereof and payment of all rates and taxes
which may be assessed in respect thereof.

"Commercial Development" shall mean those parts of the Estate intended for commercial use and situated on Ground Floor, First Floor and (so far as the Air-conditioning Plant Area extends thereto) the Roof Floor of the Commercial Complex (but shall exclude the Car Parks situated within the Commercial Complex) as more particularly indicated in the Master Plans PROVIDED THAT for the purposes of clauses 18, 19 and 20 hereof, such meaning shall include the Kindergarten and such of the Car Parks as are not from time to time owned by any Residential Owners.

"Commercial Owners" shall mean the Owner or Owners entitled to the full and exclusive right and privilege to hold use occupy and enjoy any of the Commercial Units PROVIDED THAT for the purposes of clauses 18, 19 and 20 hereof such meaning shall include the Owner or Owners of the Kindergarten and such of the Car Parks as are not from time to time owned by any Residential Owners.

"Commercial Unit" shall mean a Unit situated in the Commercial Development.

"Common Areas" shall mean the Estate Common Areas, the Commercial Common Areas and the Residential Common Areas.

"Common Service Facilities" shall, subject as hereinafter provided, mean :-

- (a) all the sewers, drains, water courses (if any), pipes, gutters, wells (if any) aeriels wires and cables, and other services facilities, whether ducted or otherwise which

are or at any time in, under, over or passing through the Land and/or the Estate, through which water, sewage, gas, electricity and any other services are supplied to the Estate or any part or parts thereof;

- (b) all transformer rooms, main distribution frame rooms (for telephones), pump rooms, switch rooms, refuse collection chambers including the Refuse Collection Station, mechanical rooms, mechanical ventilation rooms for the use and benefit of the Estate or any part thereof;
- (c) lighting for the Common Areas; and
- (d) any other facilities installed for the use and benefit of the Estate and not for the use and benefit of a particular Unit.

PROVIDED ALWAYS that in the case of any part of the Commercial Common Areas being excluded as such by virtue of the proviso to the definition of "Commercial Common Areas", then while and for so long as such part of the Commercial Common Areas shall remain so excluded, any of the abovementioned facilities which are intended to serve exclusively such part of the Commercial Common Areas so excluded, shall also be excluded as Common Service Facilities.

"Crown Grant"

shall mean the Crown Grant document or documents of title setting forth the rights and entitlements granted by the Government to the First Owner or his predecessors in title in respect of the Land

and in particular the lease term entitlement, namely the Agreement and Conditions of Sale deposited and registered in the District Land Office, North as New Grant No.12290 and any modification letter or letters modifying or varying the said New Grant No.12290 authorized from time to time by the Government under which the First Owner is (subject to the issue of the Certificate of Compliance) entitled to a Lease of the Land for the term commencing from the Date of the Memorandum of Agreement and expiring on the 30th day of June 2047.

"Date of Memorandum of Agreement"

shall mean the date on which the Memorandum of Agreement annexed to the Crown Grant was signed by the First Owner, namely, the 28th day of November 1987.

"Estate"

shall mean the whole of the development known at the date hereof as TSUI LAI GARDEN "(翠麗花園)" New Territories, Hong Kong erected or to be erected on the Land including but not limited to the Residential Blocks, the Commercial Complex, the Kindergarten, the Car Parks and all other structures and erections erected or to be erected on the Land and all equipment, apparatus, fixtures, fittings, facilities or services installed in, under, on or over the Land for the use and benefit of the said development or any part thereof.

"Estate Common Areas"

shall mean those parts of the Estate intended for the common use and benefit of all the Owners and/or persons using or visiting the Estate including but not limited to the Access Ways.

vehicular access roads and the entrance and exit thereto, pavements lanes and pedestrian ways, the Refuse Collection Station and Taxi Stand, guard rooms (if any), maintenance stores, the Estate Management Office and the Owners' Committee Office but excluding inter alia the L.P. Gas Compound and the Car Parks.

- "Estate Management Office" shall mean the estate management office described in and constructed or to be constructed under or pursuant to Special Condition (10) of the Crown Grant and situated on Ground Level of the Residential Block 4 of the Estate.
- "Government" shall mean the Hong Kong Government or any Government department office or authority or others acting with the Government's authority.
- "House Rules" shall mean the House Rules referred to in Clause 25 hereof and drawn up for the observance by the Owners, their tenants, licensees, visitors, servants and agents in respect of the management, use, operation and maintenance of the Land and the Estate.
- "Kindergarten" shall mean the kindergarten described in and constructed or to be constructed under or pursuant to Special Condition (9) of the Crown Grant and situated on the Ground Level of Residential Blocks 4 and 5 of the Estate.
- "L.P. Gas Compound" shall mean that part of the Land on which the liquefied petroleum gas plant is installed and is more particularly indicated in the Master Plans.

"Goods Vehicles Space" shall mean the goods vehicles space described in and constructed or to be constructed under or pursuant to Special Condition (23)(b) and situated adjacent to or within each Residential Blocks.

"Land" shall mean All That piece or parcel of land registered in the District Land Office, North as Fanling Sheung Shui Town Lot No.1.

"Landscaped Areas" shall mean those areas on the Land required to be landscaped and maintained under Special Condition (3)(c) of the Crown Grant.

"Loading and Unloading Area" shall mean the parking, loading and unloading area described in and constructed or to be constructed within the Commercial Complex under or pursuant to Special Condition (23)(c) of the Crown Grant;

"maintain" shall mean and include inspection and testing by expert, to repair, uphold, support, rebuild, prepare, overhaul, pave, purge, scour, cleanse, empty, amend, keep, improve, replace, decorate and provide for such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and the expression "maintenance" shall be construed accordingly.

"management" shall mean all or any of the activities normally associated with management including but not limited to operation, servicing, cleaning, maintenance, renovation, security and insurance and shall include all duties and obligations to be performed and observed by the Manager as provided herein and in the Sub-deed.

- "Management Expenses" shall mean all costs, charges outgoings and expenses incurred in relation to the management of the Land and the Estate as provided herein and in the Sub-deed.
- "Management Funds" shall mean all monies (including all interest thereon) received recovered or held by the Manager pursuant to this Deed and the Sub-deed except only the Manager's Remuneration.
- "Manager" shall mean the Management Company or any other service company or agent for the time being or from time to time appointed as manager of the Estate pursuant to this Deed or the Multi-storey Buildings (Owners Incorporation) Ordinance (Cap.344).
- "Manager's Remuneration" shall mean the remuneration of the Manager for the performance of its duties as provided in this Deed and the Sub-deed.
- "Master Plans" shall mean the layout and general development plans deposited in the District Land Office, North referred to in Special Condition (3)(a) of the Crown Grant and any approved amendments thereto.
- "Occupation Permit" shall mean an occupation permit or temporary occupation permit issued by the Building Authority.
- "Owners" shall mean the person or persons in whom for the time being the legal estate in any Share is vested either as sole owner or as joint tenants or as tenants in common and who are registered as the

owners thereof under the Land Registration Ordinance and their executors, administrators, successors and assigns and where the legal estate in any Share has been assigned or charged by way of mortgage, the word "Owner" shall include both the mortgagor or chargor and mortgagee or chargee but in respect of the mortgagee or chargee only if such mortgagee or chargee is in possession of that part of the Land and the Estate relating to the Share PROVIDED however that subject to the provisions of such mortgage or any agreement to the contrary the obligation to contribute to the Management Expenses, Management Funds or the Manager's Remuneration and the voting rights attached to a Share by the provisions hereof shall be borne and exercisable by the mortgagor or chargor unless the mortgagee or chargee is in possession or in receipt of the rents and profits of the Share.

"Owners'
Committee"

shall mean a committee of the Owners established as hereinafter provided.

"Owners'
Committee
Office"

shall mean the Owners' Committee Office described in and constructed or to be constructed under or pursuant to Special Condition (10) of the Crown Grant and situated on Ground Level Residential Block 4 of the Estate.

"Pedestrian
Access"

shall mean the pedestrian access described in and constructed or to be constructed under or pursuant to Special Condition (13)(a) of the Crown Grant.

- "Recreational Facilities" shall mean the indoor and outdoor recreational areas and facilities referred to in Special Conditions (11) of the Crown Grant and shall include the basket ball court(s) constructed or to be constructed on the Estate and all playgrounds, games facilities (if any) and open spaces as more particularly indicated in the Master Plans.
- "Refuse Collection Station" shall mean the central refuse collection point described in and constructed or to be constructed within the Commercial Complex under or pursuant to Special Condition (12) of the Crown Grant.
- "Residential Blocks" shall mean the six blocks of buildings for residential use containing 2012 Residential Units but excluding for the avoidance of doubt the Kindergarten.
- "Residential Common Areas" shall mean and include the Recreational Facilities, Landscaped Areas, the entrances, lift lobbies, lifts including the shafts and the machine rooms thereof, the refuse collection chambers, the main roofs and external walls of the Residential Blocks, the Goods Vehicles Space and any other parts thereof for the exclusive and common use and benefit of the Residential Owners.
- "Residential Owners" shall mean the Owner or Owners entitled to the full and exclusive right and privilege to hold use occupy and enjoy any of the Residential Units.
- "Residential Unit" shall mean a Unit situated in any of the Residential Blocks.
- "Share(s)" shall mean one or more equal undivided part or share of and in the Land and/or the Estate.

"Sub-deed" shall mean the sub-deed referred to in clause 10 hereof.

"Taxi Stand" shall mean the taxi stand described in and constructed or to be constructed under or pursuant to Special Condition (23)(d) of the Crown Grant.

"Unit" shall mean a part or portion of the Estate to which Shares have been or may be allocated and which is intended for the exclusive use occupation and enjoyment by an Owner and "his Unit" in relation to an Owner means the Unit or Units in respect of which that Owner has the exclusive right and privilege to hold use occupy and enjoy.

(b) In this Deed (if the context so permits or requires) words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine gender and neuter gender and words importing persons shall include corporations.

(c) The clause headings are inserted for convenience and for reference only and in no way define limit or describe the scope of this Deed or the intent of any provisions hereof.

2. EXCLUSIVE RIGHTS OF THE FIRST OWNER

The First Owner shall at all times hereafter, subject to and with the benefit of the Crown Grant and this Deed, have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser the whole of the Land and the Estate Together with the appurtenances thereto and the entire rents and profits thereof other than the Common Areas and that portion of the Estate more particularly described in the Second Schedule hereto.

3. EXCLUSIVE RIGHTS OF THE FIRST PURCHASER

The First Purchaser shall at all times hereafter, subject to and with the benefit of the Crown Grant and this Deed, have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Owner All That portion of the Estate Together with the appurtenances thereto described in the said Second Schedule hereto.

4. RIGHTS OF OWNERS

The Shares of and in the Land and the Estate and the full and exclusive right and privilege to hold use occupy and enjoy each Unit held therewith 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 set out in the Third Schedule hereto SUBJECT to (where applicable) the provisions of the Fourth Schedule hereto.

5. COVENANTS ETC.

Every Owner and the occupiers for the time being of any Unit shall at all times hereafter be bound by and shall observe and perform the covenants provisions stipulations agreements and restrictions contained herein and in the Fourth Schedule hereto.

6. FREE DISPOSAL OF INTEREST

- (a) Subject to the restriction on alienation of the Residential Units as provided in deeds of assignment made between the Residential Owners and the First Owner or the Government (as the case may be), every Owner shall have the full right and liberty without reference to the Owners of any other Shares or any persons otherwise interested in any other Shares in any way whatsoever and without the necessity of making such other Owners or persons a party to the transaction to sell assign mortgage lease license or otherwise dispose of or deal with his Shares or interest in the Land and the Estate together with the exclusive right and privilege to hold use occupy and enjoy such Unit held therewith but any such sale assignment mortgage lease or license shall be expressly subject to and with the benefit of this Deed and, in the case of the Commercial Owners, the Sub-deed.

- (b) No Owner shall sub-divide any Car Park (irrespective of its size and area) for the purpose of sale assignment lease charge or disposal thereof or for any other purposes. Car Parks can only be used in compliance with clause 23(b) hereof.

7. COMMON AREAS

- (a) The Estate Common Areas shall be deemed to be common areas for the use and benefit of the Owners and occupiers of the Estate which areas may, subject to the provisions hereof, be used by each Owner, his servants, agents, invitees and licensees in common with the First Owner and all other Owners of the Estate.
- (b) The Residential Common Areas shall be deemed to be common areas for the use and benefit of the Residential Owners which areas may, subject to the provisions hereof, be used by each Residential Owner, his servants, agents, invitees and licensees in common with the First Owner and all other Residential Owners.
- (c) The Commercial Common Areas shall be deemed to be common areas for the use and benefit of the Commercial Owners which areas may, subject to the provisions hereof and of any Sub-deed be used by each Commercial Owner, his servants, agents, invitees and licensees in common with the First Owner and all other Commercial Owners.
- (d) The Car Parks Common Areas shall be deemed to be common areas for the use and benefit of the Owners of the Car Parks which areas may, subject to the provisions hereof, be used by each Owner of a Car Park his servants, agents, invitees and licensees in common with the First Owner and all other Owners of Car Parks.

8. RESERVATION BY THE FIRST OWNER

- (a) Notwithstanding anything herein contained the First Owner hereby reserves the right at any time hereafter to apply to the Government for the variations or modifications of the provisions of Crown Grant

and (at the First Owner's own expense) to agree to any terms and conditions for such variations or modifications without reference to the First Purchaser or any other Owners and without the necessity of making the First Purchaser or any other Owners a party or parties to the said application and any documentations relating to the said variations or modifications to the intent that the First Owner alone shall have the full right and power to complete and execute any such documentations. Any premium as may be required for the said variations or modifications shall be borne by the First Owner absolutely.

- (b) The First Purchaser and (as the case may be) the Owners hereby jointly and severally irrevocably appoint the First Owner to be his or their true and lawful attorney to do all acts deeds matters and things and to execute sign and seal and as his or their act and deed deliver such deed or deeds and to sign such documents and instruments as may be necessary for or incidental to the exercise of the First Owner's rights under sub-clause (a) hereof which power shall be irrevocable until the completion of the Estate.
- (c) All assignments of Shares of and in the Land executed before the completion of the Estate shall contain an irrevocable Power of Attorney by the assignees in favour of the First Owner giving the First Owner the full authority to do all acts deeds matters and things and to execute and sign seal and as his act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for or incidental to the exercise of the First Owner's rights under sub-clause (a) hereof which Power of Attorney shall be irrevocable until the completion of the Estate.

9. THE RIGHT TO USE LP GAS SUPPLY

- (a) Every Owner and the occupiers for the time being of any Residential Unit or Commercial Unit shall at all times hereafter be entitled to the use of such equipment and installation and supply of liquefied petroleum gas provided by SHELL HONG KONG LIMITED or its nominee

(hereinafter called "Shell") subject to and (save as to clause 5(k) thereof) with the benefit of an agreement made between Shell of the one part the First Owner of the other part and dated the 1st day of August 1989 as amended or supplemented from time to time (hereinafter called "the L.P. Gas Supply Agreement") and shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions contained therein and in the Fifth Schedule hereto.

- (b) Notwithstanding anything to the contrary herein contained, the First Owner shall have, in the event of the L.P. Gas Supply Agreement referred to in sub-clause (a) hereof being terminated pursuant to the provisions contained therein, the right to appoint any other LP Gas Company or its agents to build erect and/or operate one or more LP Gas plant(s) and gas supply system on any part of the Land for the purpose of supplying LP Gas to both the Residential Units and the Commercial Units and for such purpose such other LP Gas Company its successors and/or its employees or agent shall have the right to enter into the Estate or any units therein for the purpose of reading meters, fixing installing maintaining renewing or repairing gas geysers, gas stoves, gas water heaters, pipes and/or other accessories and equipments connected thereto.

10. THE SUB-DEED

If considered appropriate or expedient the First Owner or any purchaser of the whole of the Commercial Development shall have the right to enter into any further deed or deeds of covenants ("the Sub-deed") with the purchaser of any Commercial Unit for the purpose of further defining and regulating the rights interests and obligations of the Commercial Owners inter se, in respect of all matters affecting only the Commercial Units PROVIDED ALWAYS—that the provisions of such Sub-deed shall not conflict with the provisions of this Deed or affect prejudicially the rights interests or obligations of the Residential Owners or Owners of the Car Parks or of the parties hereto.

11. FITTING OUT WORKS IN COMMERCIAL UNITS

The provisions set out in the Sixth Schedule hereto shall govern the manner in which fitting out works should be carried out in the Commercial Units by the Commercial Owners after the date hereof.

12. APPOINTMENT AND REMOVAL OF THE MANAGEMENT COMPANY

(a) The management of the Land and the Estate shall be undertaken by the Management Company for an initial period of ten years from the date of the first Occupation Permit for any part of the Estate and thereafter renewable automatically on a five-yearly basis until terminated in the manner hereinafter mentioned :-

(i) either by the Management Company serving on the Owners' Committee and the Director of Housing not less than six months' prior notice in writing to terminate its appointment such notice to expire at the end of the six months' period; or

(ii) by the Owners' Committee upon resolution of the Owners holding not less than 60% of the total number of Shares in the Estate or any part thereof being passed requiring the Management Company to be removed from office, in which event, the Owners' Committee shall give to the Management Company not less than six months' prior notice in writing of such resolution and the Management Company shall cease to be the Manager of the Estate at the expiration of the notice PROVIDED THAT no notice to terminate the appointment of the Management Company shall be given by the Owners' Committee or the Management Company as aforesaid until the expiry of the initial period of ten years.

(b) A notice under Sub-clause (a)(i) and (a)(ii) hereof shall be in writing and shall be sufficiently served :-

(i) by the Management Company to the Owners' Committee if left addressed or sent to it at the Owners' Committee Office by prepaid registered post;

(ii) by the Management Company to the Director of Housing if left addressed or sent to him at his last known address by prepaid registered post; and

(iii) by the Owners' Committee to the Management Company if left addressed or sent to it at its registered office or the Estate Management Office by prepaid registered post.

Any notice mentioned hereof shall be deemed or assumed to have reached the person to whom it is addressed within 24 hours of posting.

(c) In the event of the Management Company giving notice to terminate its appointment to manage the Land and the Estate pursuant to Sub-clause (a)(i) hereof, the Management Company, shall forthwith convene a meeting of the Owners' Committee as hereinafter provided and in the event of the Owners' Committee giving notice to terminate the management of the Land and the Estate by the Management Company pursuant to Sub-clause (a)(ii) hereof, the Owners' Committee shall thereupon or as soon as practically possible thereafter but in any event before the expiration of the notice referred to in Sub-clause (a)(ii) hereof proceed to appoint a management service company or agent either as the new Manager to take the place of the Management Company or to undertake such lesser management services as the Owners' Committee may decide for such period at such remuneration and subject to such terms and conditions as the Owners' Committee may think fit. If the Owners' Committee fail or refuse to make either appointment as aforesaid the Owners' Committee shall be the Manager until such time as they shall make an appointment and such replacement of the Manager shall have effect as if such replacement were made following appointment by the Owners' Committee and shall be binding on the Owners.

(d) On the appointment of any management service company or agent otherwise than as the new Manager pursuant to Sub-clause (c) hereof, the Owners' Committee shall on behalf of all Owners enter into a management agreement with such company or agent defining the rights duties and obligations and specifying the remuneration of such company

or agent. The Owners' Committee shall have power, notwithstanding any rule of law or equity relating to delegation of authority and notwithstanding that the Owners' Committee shall only hold office for one year at a time, to make such appointments as provided in Sub-clause (c) hereof and/or to enter into agreement with any person firm or company by which such person firm or company will undertake the management of the Land and the Estate or such lesser services as aforesaid for a period not exceeding five years (but with provision for renewal if the Owners' Committee shall think fit) in such terms not being inconsistent with the provisions herein as the Owners' Committee may determine.

- (e) Upon the resignation or termination of the service or appointment of the Management Company or any Manager of the Estate, the Management Company or the outgoing Manager, as the case may be, shall :-
- (i) independently audit or cause independent audit of the management accounts prepared by the Management Company or such outgoing Manager, and the Owners' Committee shall have the power to elect for, appoint or nominate such independent auditor as it may think fit; and
 - (ii) hand over to the Owners' Committee all documents records plans and accounts whatsoever relating to the Estate or the management of the Estate as soon as practicable.
- (f) The Management Company may assign its rights and interests and obligations as Manager of the Estate hereunder after the initial period of ten years to any other company which is approved by the Owners' Committee whether or not the Management Company has any interest therein whatsoever and shall give not less than six months' prior written notice of such assignment and intention to assign to the Director of Housing and the Owners' Committee.

13. POWERS AND DUTIES OF THE MANAGER

- (a) Except as herein otherwise expressly provided, the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may in the opinion of the Manager be necessary or expedient for the proper management of the Land and the Estate.
- (b) The Manager shall be responsible and accountable to the Owners for the time being acting collectively through the Owners' Committee but not to the Owners individually.
- (c) Without in any way limiting the generality of the foregoing the Manager shall have the following powers authorities and duties, namely:-
- (1) To demand, collect and receive all amounts payable by the Owners under the provisions of this Daed and the Sub-deed.
 - (2) To manage and control within the Estate the parking of motor vehicles, the loading and unloading of goods and the flow of vehicular traffic over the Access Ways and all roads and driveways of the Land and the Estate and in particular to ensure that the Car Parks and Loading and Unloading Area are used solely for their intended purposes and remain unobstructed.
 - (3) To insure, keep insured and update insurance to the full reinstatement value in respect of the entire Estate including the Common Areas and Common Service Facilities except the L.P. Gas Compound against loss or damage by fire and such other risks or perils as the Manager may from time to time consider necessary and to effect appropriate insurance against public and/or occupiers' liability, bodily injury and damage to properties arising from defects of, on, or within the Land and the Estate or caused by the negligence of the management staff and against legal liabilities in connection with the lifts and other

facilities of the Estate up to such amounts as the Manager may from time to time determine and to effect workmen's compensation or other employers' liability insurance with some reputable insurance company or companies in the name of the Manager for and on behalf of all the Owners of the Estate according to their respective interests and to pay all premiums required to keep such insurance policies in force PROVIDED THAT Subject to Clause 21 hereof, all moneys received as a result of loss or damage to the Estate or any part thereof shall be applied towards reinstating replacing and making good such loss or damage and the Owners shall be entitled to inspect the aforesaid insurance policies and the premium receipts in respect thereof during normal office hours.

- (4) To remove all refuse (except trade refuse the removal of which shall be the liability of the Owners) from the Common Areas and arrange for its disposal at regular intervals from the Refuse Collection Station and from such other areas designated by the Manager as refuse collection centres in the Estate and to maintain all refuse collection facilities.
- (5) To keep in good order and repair the lighting and ventilation of the Common Areas.
- (6) To maintain all access for fire appliances and fire personnel, all fire fighting equipment, fire alarm and other fire installations as required under Special Condition (42) of the Crown Grant and to comply with all requirements of the Fire Services Department and so far as possible, to maintain the Estate safe from fire hazards at all times.
- (7) To keep the Common Areas in a clean sanitary and tidy condition.
- (8) To repair and keep in good repair and condition the main structure and fabric of the Estate.

- (9) To paint, white-wash, tile, maintain, repair, clean, decorate or otherwise treat as may be appropriate the exterior of all buildings erections or structures of the Estate and the Common Areas at such intervals as the same may in the opinion of the Manager be necessary or reasonably required and if so required by the Government.
- (10) To replace any damaged or broken glass in the Common Areas.
- (11) To repair, keep and maintain the Common Services Facilities in good condition and working order and to provide additional services and facilities to the Estate or any parts thereof as the Manager shall in its absolute discretion deem necessary or desirable.
- (12) To keep the lifts, the security system and all other equipment plant and installations in the Estate in good repair and condition, properly maintained and serviced and in this connection the Manager shall be at liberty to carry out its obligations by appointing or employing independent contractors to do the same.
- (13) To keep in good clean sanitary repair and condition lavatories, drains and sewers which are intended for common use and not for the use of any particular Unit and to renew or replace any parts thereof that may become damaged or defective.
- (14) To prevent the obstruction of the Common Areas, the Access Ways, driveways, roads and Car Parks within the Estate and to remove any article or thing causing the obstruction thereto and to demand and recover the costs incurred therefor from the Owners or occupiers causing such obstruction.
- (15) To remove any structure installation, plant or equipment, sign or advertisement, sunshade cloth or clothing or anything whatsoever in or on the Estate or the Land which are erected or installed

thereon without authorisation from the Manager or in contravention with the terms of this Deed or the Crown Grant and to demand and recover from the Owner or person responsible directly or indirectly for the erection or installation of the aforesaid objects the costs and expenses of their removal and the making good of any damage caused thereby to the satisfaction of the Manager.

- (16) To appoint solicitors and other appropriate legal counsels to advise on all matters connected with or arising from the management of the Land and the Estate or in any way connected with anything herein and to accept service on behalf of all the Owners of all legal proceedings relating to the management of the Land and the Estate other than those relating to the rights and obligations of individual Owners.
- (17) To prevent any person from altering or injuring any part of the Land, the Estate or the Common Service Facilities.
- (18) To keep proper accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder and to prepare forecasts of future Management Expenses and all annual budgets in consultation with the Owners' Committee (save and except the first annual budget) PROVIDED THAT for the purpose of preparing the annual budgets, the Manager shall have the final right to decide on the annual budget after taking into account reasonable suggestions and opinions of the Owners' Committee.
- (19) Subject to the prior approval of the Owners' Committee, to have the sole right to represent the Owners in all matters and dealings with the Government, any statutory body, utility company or other competent authority or person in any matter relating to touching or concerning the Land and the Estate or the management thereof with the power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings.

- (20) To enter into contracts with and engage, employ, remunerate and dismiss solicitors, architects, other professional advisers, consultants, contractors, agents and servants for the proper management of the Land and the Estate.
- (21) To rent or secure any place or premises within the Estate as management office(s) of the Manager or for the residential accommodation of any management staff employed by the Manager in connection with the management of the Land and the Estate and to provide equipment, clothing and materials requisite for the proper management of the Land and the Estate.
- (22) To provide and employ such security force, watchmen and caretakers and to provide and maintain such security installations as the Manager shall think fit and so far as possible to maintain security in the Estate at all times.
- (23) To commence, conduct, carry on and defend legal and other proceedings touching or concerning the Land and the Estate or the management thereof in the name of the Manager and for and on behalf of all the Owners.
- (24) To enforce the due observance and performance by the Owners their servants agents or licencees of the terms covenants and conditions of this Deed and the Sub-Deed (where applicable) and the Crown Grant and the House Rules and to take action in respect of any breach thereof including the commencement and conduct of legal proceedings to enforce the due performance and observance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- (25) To post the name of any Owner in default or in breach of the terms covenants and conditions of this Deed or the Sub-Deed as

aforsaid together with particulars of his default or breach on notice boards or other conspicuous places of the Estate provided that seven days' prior written notice of such intention of the Manager shall be given to the Owner in default.

- (26) To maintain, mow, replant, replace and cultivate trees flowers grass and shrubs in the Landscaped Areas and other open areas of the Land and the Estate.
- (27) To take possession of and to manage maintain and control the use of the Recreational Facilities, Landscaped Areas and all other Common Areas in accordance with the terms of the Crown Grant and with the prior approval of the Owners' Committee to allocate or let out the Landscaped Areas and/or Recreational Facilities (but not for a period exceeding 7 days at any one time) for the exclusive use of groups individuals and others for such purposes as are permitted under the Crown Grant and at such charges as the Manager may see fit which charges which shall accrue to the Management Funds.
- (28) To provide and maintain within the Common Areas and such fixtures fittings furniture and other equipment thereof as the Manager may consider appropriate.
- (29) To inform the relevant mortgagee or legal chargee of any arrears of payments due hereunder or under the Sub-Deed in respect of such arrears for a period of three months' due and owing from an Owner who has assigned or charged the legal estate in his Shares by way of mortgage or legal charge.
- (30) To establish and maintain a sum for contingencies and a sinking fund or funds to meet expenditure of a capital and/or non-recurrent nature as provided in Clause 16(b) hereof.

- (31) To grant such easements quasi-easements rights privileges licences and informal arrangements to any person as the Manager shall in its absolute discretion consider necessary in order to ensure the efficient management of the Land and the Estate.
- (32) To grant rights of way or access or use to the owners or occupiers of premises adjacent, adjoining to or neighbouring the Land and the Estate in respect of the Estate Common Areas and on behalf of the Owners to obtain a grant of similar rights in respect of such adjacent, adjoining or neighbouring premises providing that such grant or grants shall be for the benefit of the Land and the Estate.
- (33) To convene and attend such meetings of the Owners' Committee as may be necessary or requisite.
- (34) To enter into such Deed of Variation and/or Letter of Modification of the Crown Grant and/or Deed of Surrender of any portion of the Land to the Government as may be required by the Government or as may in the absolute discretion of the Manager be deemed requisite in connection with the development of the Land and the management of Estate PROVIDED that the terms thereof do not increase the Rent or other outgoings of a recurrent nature or reduce the term of the Crown Grant agreed to be granted thereunder or materially adversely affect the enjoyment or use of the Estate by the Owners.
- (35) To ensure that all Owners or occupiers of Units maintain at their own expense such of the services, drainages, water-courses, pipes, gutters, wires and cables and other service facilities within the Units owned or occupied by them but not forming part of the Common Service Facilities in good repair and condition and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary repair and maintenance and to take all necessary steps to recover the cost thereof from the defaulting Owner or occupier.

- (36) To maintain and operate or contract for the maintenance and operation of communal wireless and/or communal television aerials and/or a video station to serve the Estate as deemed necessary by the Manager.
- (37) To do all things which the Manager shall in its discretion deem necessary or desirable for any purposes in connection with the management of the Estate and the maintenance and improvement of all facilities and services in or on the Estate for the better enjoyment or use of the Estate by the Owners.
- (38) To take all steps necessary or expedient for complying with any statutory or governmental requirements concerning or relating to the Estate.
- (39) To recruit and employ, remunerate and dismiss contractors, accountants, caretakers, security guards, watchmen, cleaners, attendants and any other staff as may from time to time be necessary to enable the Manager to comply with its duties under this Deed on such terms as the Manager shall in its absolute discretion decide and to provide office accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.
- (40) To deal with all enquiries, complaints, reports and correspondence relating to the Estate.
- (41) To prevent any person from overloading the floors or lifts of the Estate or any part or parts thereof.
- (42) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring of the Estate or any part or parts thereof.

(43) 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, to charge or retain a reasonable fee for processing or approving such consent and to impose conditions or additional conditions relative thereto including the imposition of any sums to be paid by the person requiring such written consent as consideration for the granting of such consent PROVIDED THAT such impositions shall be held by the Manager for the benefit of the Owners and as part of the Management Funds and the giving or withholding by the Manager of such consent or approval shall be final and conclusive and binding on the Owners.

(44) To do all such other things as are reasonably incidental to the management of the Land and the Estate.

- (d) Subject to paragraph (c)(27) above all the Common Areas and Common Service Facilities shall be under the exclusive management and control of the Manager who shall have full and unrestricted power to regulate and control the use thereof by the Owners or occupiers of the Estate.
- (e) All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners.
- (f) Neither the Manager nor any servant agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or wilful negligence on the part of the Manager or any persons employed by it and the Owners shall fully and effectually indemnify the Manager and all such persons employed by him from and against all actions, proceedings, claims and demands

whatsoever arising directly or indirectly out of or in connection with the management of the Land and the Estate or any act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith and not involving criminal liability, dishonesty or wilful negligence on the part of the Manager or any such persons aforesaid.

- (g) The First Owner and (as the case may be) Owners hereby jointly and severally irrevocably appoint the Manager to be its or their true and lawful attorney to do all acts deeds matters and things and to execute sign seal and as its or their act and deed deliver such deed or deeds and to sign such documents and instruments as may be necessary for or incidental to the management of the Land and the Estate and the Common Areas and Common Service Facilities thereof in accordance with the provision of this Deed and where applicable, the Sub-deed.
- (h) The Manager shall be required to use all reasonable endeavours in providing its services hereunder.

14. MANAGEMENT AND OTHER EXPENSES

- (a) The Manager shall prepare an annual budget showing the estimated Management Expenses or the estimated expenditure on the management of the Estate for the ensuing financial year for the purpose of determining the contributions payable by the Owners in consultation with the Owners Committee PROVIDED THAT it shall not be necessary for the Manager to prepare the first annual budget in respect of the first financial year in consultation with the Owners' Committee AND PROVIDED FURTHER THAT for the purpose of preparing the annual budget as aforesaid, the Manager shall have the final right to decide on the annual budget after taking into account reasonable suggestions and opinions of the Owners' Committee.
- (b) The first financial year shall, for the purposes of the annual budget and the annual account as provided in Clauses 16(b) and (c) hereof, commence from the date of the first Occupation Permit for any part of

the Estate and will run for the remainder of the year until the 31st day of December of that year but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of each calendar year. Except with the prior written approval of the Owners' Committee, the Manager shall only have the right to change the financial year once in every five years. In the event that the Manager decides to change the financial year as aforesaid, the Manager shall give not less than three months' prior notice in writing to the Owners' Committee.

(c) The annual budget shall be an estimate by the Manager of the Management Expenses required to be incurred in any financial year by the Manager as the Manager in its absolute discretion deems fit for the proper management of the Land and the Estate. Without limiting the generality of the foregoing such Management Expenses shall include but shall not be limited to the following, namely:-

- (i) The Rent and all sums (other than the premium) payable under the Crown Grant.
- (ii) The costs of providing all or any of the services to be performed by the Manager under the terms of this Deed or where applicable, the Sub-Deed.
- (iii) The remuneration of the Manager and members of the management staff for carrying out its or their duties in accordance with the provisions herein or where applicable, in the Sub-Deed.
- (iv) The cost of employing all necessary persons whether as servants agents or advisers to provide the services requisite for the proper management of the Land and the Estate and for the due performance of the duties of the Manager as provided herein or where applicable, in the Sub-Deed together with the cost of bonuses, workmen's compensation, medical expenses and insurance payable to and in respect of such persons or staff and the cost

of providing all tools, materials and equipment for the use of such persons or staff as reasonably necessary for the management of the Land and the Estate.

(v) all reasonable professional fees and costs incurred by the Manager including :-

(a) fees and costs of surveyors, valuers, architects, engineers and others employed in connection with the management and maintenance of the Land and the Estate,

(b) solicitors and other legal fees and costs incurred in connection with the management of the Land and the Estate,

(c) fees and costs of any accountants and/or auditors employed in connection with the preparation or audit of the management account.

(vi) All costs and charges for water, gas, electricity, telephone and other utilities and services supplied to and consumed by the Common Areas and Common Service Facilities (save and except where the same are separately metered to individual Units) and the costs and charges of major repairs or replacement of Common Service Facilities and other utilities, services or any accessories thereof which are not covered by the normal service contract.

(vii) The costs of effecting insurance in respect of or in connection with the management of the Estate (save and except the L.P. Gas Compound) and premiums payable under all insurance policies effected in relation to the Land and the Estate (save and except the L.P. Gas Company) against loss or damage by fire, public and occupiers liability workmen's compensation or any other perils whatsoever as the Manager may consider appropriate.

(viii) All charges, assessments, impositions, expenses for the management and maintenance and other outgoings in respect of all the Common Areas and Common Service Facilities and the external walls of the Estate PROVIDED HOWEVER THAT damage caused thereto by or resulting from any act default or negligence of any individual Owners for which they are responsible shall be made good by the Manager at the costs and expenses of such Owners.

(ix) The cost of keeping in good and tenantable repair and condition all roads, slopes, footbridges, foundations, pavements, main walls, scavenging lanes (if any), canopies, supports, beams, columns, pipes, gutters, fences and all external parts of the Estate and all retaining walls and all the Common Areas and Common Service Facilities and the cost and expenses for any reinstatement, replacement or renewal thereof except as regards damage caused by or resulting from any act default or negligence of any individual Owner or for which any such Owner is responsible as herein provided (but including the cost of mitigating such damage).

(x) The cost of purchasing or hiring all necessary plant, equipment and machinery for common use in the Estate.

(xi) Any rent, rates, charges, assessments or other sums payable for the use of any buildings or premises within the Estate as the management or administrative office(s) of the Manager or in connection with the management of the Estate.

(xii) The cost of refuse disposal.

(xiii) The cost of the supply of fresh and salt water to all taps and lavatories for common use within the Estate.

(xiv) The cost of the installation and provision of security systems or services for the Estate including the maintenance thereof.

- (xv) A sum for contingencies including the provision of a sinking fund or funds to meet expenditure of a capital and/or non-recurrent nature as referred to in Clause 16(b) hereof.
- (xvi) The costs of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Land and the Estate.
- (xvii) Any tax payable by the Manager on the Management Funds.
- (xviii) Any other expenditure which is in the absolute discretion of the Manager necessary or incidental to the management of the Land and the Estate.
- (d) The annual budget shall be made available or displayed for inspection by any Owner or his duly authorised representative in the Estate Management Office or public notice boards or other prominent places within the Estate and the Owners or the Owners' Committee shall be entitled to a copy thereof upon payment of a reasonable charge. Each Owner shall be deemed to have notice of the amount of contributions to the Management Expenses payable by him hereunder in respect of his Unit when the annual budget is displayed for inspection.
- (e) Each annual budget shall apportion the Management Expenses between the Owners in the following manner :-
- (i) Where any work is undertaken or cost or expenditure is incurred by the Manager which the Manager in its absolute discretion is of the opinion is properly chargeable against a particular Owner or Owners the full amount of such cost or expenditure shall be paid by such Owner or Owners and if more than one Owner in such proportion as the Manager shall in its absolute discretion determine Provided That if such cost or expenditure cannot be recovered from the said Owner or Owners for whatever reason, it shall form part of the Management Expenses and be borne by some or all Owners of the Estate in such manner and proportion as the Manager may in its discretion think fit;

- (ii) Where any expenditure relates solely to or solely for the benefit of the Residential Blocks (but does not relate solely to or is not solely for the benefit of any individual Residential Unit or if units contained in any Residential Block) the full amount of such expenditure shall be apportioned between the Residential Owners in proportion to the number of Shares allocated to each Residential Unit in relation to the total number of Shares allocated to the Residential Block of which his Residential Unit forms part or by such apportionment as may be determined by the Manager.
- (iii) Where any expenditure relates solely to or solely for the benefit of the Commercial Development (but does not relate solely to or is not solely for the benefit of any individual Commercial Unit) the full amount of such expenditure shall be apportioned between the Commercial Owners in proportion to the number of Shares allocated to each Commercial Unit in relation to the total number of Shares allocated to the Commercial Development.
- (iv) Where any expenditure relates solely to or solely for the benefit of the Car Parks (but does not relate solely to or is not solely for the benefit of any individual Car Park) the full amount of such expenditure shall be apportioned between the Owners of Car Parks in proportion to the number of Shares allocated to each Car Park in relation to the total number of Shares allocated to the Car Parks.
- (v) Where any expenditure relates solely to or solely for the benefit of the Kindergarten the full amount of such expenditure shall be apportioned to the Kindergarten but in the event of there being more than one Owner of the Kindergarten such expenditure shall be apportioned between the Owners of the Kindergarten in proportion to the number of Shares allocated to each Owner of the Kindergarten in relation to the total number of Shares allocated to the Kindergarten.

- (vi) Where any expenditure relates to the Kindergarten and either or both of Residential Blocks 4 and 5 of the Estate such expenditure shall be apportioned in such manner and proportion as the Manager may in its discretion think fit.
- (vii) Where any expenditure does not fall within the preceding sub-clauses (i), (ii), (iii), (iv), (v) & (vi) the amount of such expenditure shall be apportioned between the Owners in proportion to the number of Shares held by each of them in relation to the total number of Shares allocated to Land and the Estate.
- (f) (i) In the event that the Manager is of the opinion that the Management Expenses budgeted for the current financial year are or will be insufficient to cover all expenditure required to be incurred in that financial year, the Manager may prepare a revised budget and may exercise all the powers conferred by this Clause in respect thereof and may determine additional contributions payable by each Owner which may be rendered necessary by the adoption of such revised budget PROVIDED THAT such further contributions shall be in the same proportion to the respective contributions payable by the Owners to the Management Expenses and that one month's prior written notice of such revised budget and additional contribution shall be given to the Owners and the Owners' Committee. The Manager may recoup such deficiency at the end of the financial year or on a monthly basis as the Manager shall see fit.
- (ii) In the event of a surplus after payment of the Management Expenses, the surplus shall at the absolute discretion of the Manager be carried forward in the accounts or be paid into an interest-bearing bank account in the name of the Manager to be applied in or towards payment of such Management Expenses as may become due in the following financial year.

- (g) Each Owner shall be personally liable to contribute towards the budgeted Management Expenses irrespective of whether his Unit is vacant, let out or Owner occupied.
- (h) Each Owner before taking possession of his premises shall :-
- (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him hereunder a sum equivalent to three months' contributions to the Management Expenses payable by him hereunder in accordance with the budget for the first financial year. Such deposit shall be placed in an interest-bearing account in the name of the Manager and any interest shall be credited to the Management Funds and such deposit shall not be set off against contributions to be made by the Owner hereunder; and
 - (ii) pay to the Manager the proportion of the Management Expenses due for the period from the date of the Owner being notified in writing by the First Owner that the First Owner is in a position to execute the assignment thereof to the Owner to the end of the calendar month in which such assignment is executed by the Owner and PROVIDED FURTHER THAT in the event that a Residential Unit or Units is or are assigned to the Government or its nominees under Special Condition (16)(b) of the Crown Grant, the Government or its nominees shall only be liable to pay the Management Expenses in respect of such Residential Unit or Units from the date of execution of the assignment or respective assignments.

15. INTEREST AND RECOVERY OF MONEYS DUE TO THE MANAGER

- (a) The Manager shall determine the time and the manner in which contributions to the Management Expenses payable by the Owners shall be made and unless the Manager shall decide otherwise, each Owner shall on the first day of each and every calendar month pay in advance to the Manager a sum representing one twelfth of his contributions to the Management Expenses budgeted for that financial year.

(b) If any Owner shall fail to pay any amount payable under the provisions of this Deed within fourteen days of the demand thereof, he shall further be liable to pay and the Manager shall have the right to collect from him :-

(i) interest calculated at the rate of \$1.50 for each \$100.00 or part thereof of the amount unpaid for each period of one calendar month or part thereof for which it remains unpaid, and

(ii) a collection charge of \$300.00 or such lesser sum as the Manager shall decide to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default. The said collection charge may be increased by 20% on the first day of every year.

(c) All amounts which may be or become payable by any Owner or occupier in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager. The claim in any such action may include a claim for the solicitor and own client costs of the Manager in such action 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 or agents for and on behalf of all the Owners other than the defaulting Owner and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

(d) In the event of any Owner or occupier failing to pay any sum due and payable by him in accordance with the provisions of this Deed within fourteen days of the demand thereof, the amount due together with interest as aforesaid and the said collection charge and all costs and

expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in paragraph (c) above and in registering the charge hereinafter referred to, shall be charged on the 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 Office against the Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount due unless and until such judgment has been satisfied.

- (e) Any charge registered in accordance with paragraph (d) above shall be enforceable as an equitable charge by action at the suit of the Manager for an Order for the sale of the Shares of the defaulting Owner together with the right to the exclusive use occupation and enjoyment of the Unit held therewith and the provisions of paragraph (c) of this Clause shall apply to all such proceedings.
- (f) All damages recovered in any such proceedings and all moneys paid to or recovered by the Manager by way of interest or collection charges referred to in Sub-clause (b) hereof shall be held as part of and applied towards the Management Funds in such manner as the Manager may from time to time decide.

16. MANAGEMENT FUNDS AND ACCOUNTS

- (a) All moneys collected by the Manager in the exercise of its powers and authorities (save and except sufficient petty cash for day to day requirements) shall be paid into a separate bank account or accounts in the name of the Manager and a suitable proportion thereof shall be placed in an interest bearing account. The Manager shall be deemed to be a trustee for and on behalf of the Owners in respect of the Management Funds and all moneys and deposits received on their behalf.
- (b) The Manager shall establish and maintain a sum for contingencies and a sinking fund or funds to meet expenditure of a capital and/or non-recurrent nature. Provided that the amount of contribution to

such fund from each owner shall be determined at the Annual Meeting of the Owners. The Manager shall place such fund in an interest bearing bank account on trust for the Owners and special reference shall be made to such fund in the annual accounts and provide the Owners with an estimation as to the time of any likely need to draw on such fund.

- (c) The Manager shall keep true and proper accounts of all moneys received in the exercise of its powers and duties under this Deed and where applicable, the Sub-deed and all expenditures thereof.
- (d) The Manager shall prepare annual accounts for the management of the Land and the Estate from the date of the Occupation Permit for any part of the Estate and as soon as practicable after the close of each financial year the Manager shall prepare annual accounts in respect of the preceding financial year, which accounts will comprise a set of accounts for the management of the Estate, all of which will be certified by the auditors hereinafter referred to as providing an accurate summary of all items of income and expenditure during that preceding financial year and such certification shall be binding on and conclusive against all Owners.
- (e) The Manager shall have power to appoint a firm of certified public accountants (hereinafter called "the Auditors") to audit at the expense of the Owners (except the Government) the accounts and records of the Manager concerning the management of the Estate and to certify the annual accounts prepared in accordance with Sub-clause (d) hereof and the Manager shall further have power to revoke the appointment of such firm and replace such firm and appoint another firm in their place at any time as it may deem necessary Provided that the Owners may, at the Annual Meeting of the Owners of the Residential Blocks or the Commercial Development appoint an independent firm of certified public accountant to audit the annual accounts prepared in accordance with Sub-clause (d) hereof.

- (f) The Manager shall post and display the annual summary of accounts in respect of the management of the Estate upon the public notice boards thereof for not less than seven days and the annual accounts so prepared, audited or certified by the Auditors in Sub-clauses (c), (d) and (e) hereof shall be available for the inspection of the Owners in the Estate Management Office or any other place within the Estate as the Manager may direct and Owners may obtain copies of the annual accounts upon giving reasonable notice to the Manager and upon the payment of reasonable copying charges.
- (g) The Manager shall maintain a complete set of accounting and other financial records relating to the management of the Estate as a whole and will produce all such records to the Auditors for the purpose of the audit and certification referred to in Sub-clauses (d) and (e) hereof.
- (h) In addition to the annual accounts, the Manager shall also prepare a summary of income and expenditure in respect of the management of the Land and the Estate at least once every three months and publish or display the same in the public notice boards or other prominent places within the Estate for a reasonable time for the information and inspection of the Owners.
- (i) Any person ceasing to be the Owner of any Share or Shares shall in respect of the Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the Management Funds including the deposit paid under Clause 14(h) hereof to the intent that all such Management Funds shall be held and applied for the management and maintenance of the Land and the Estate as herein provided irrespective of changes in ownership of the Share or Shares PROVIDED that any deposit (or the balance remaining thereof) paid by any such Owner and still held by the Manager shall be refunded to the Owner without interest or may at the request in writing of such Owner be transferred into the name of the new owner of such Shares (hereinafter called "the new Owner"). The new Owner shall be liable forthwith to pay to the

Manager the full amount of deposit or the outstanding balance thereof due under this Deed which shall be equivalent to three months' contributions to the Management Expenses for the time being payable as referred to in clause 14(h)(i) hereof AND PROVIDED further that upon the rights and obligations hereunder being released as provided in Clause 21 hereof or upon the Land or the Estate reverting to the Government any balance of the Management Funds shall be divided and distributed amongst the Owners for the time being in the Estate in proportion to the respective Shares held by such Owners immediately prior to such release or reversion without any interest costs or compensation whatsoever.

17. REMUNERATION OF THE MANAGER

- (a) The remuneration of the Manager shall be payable as from the date of the first Occupation Permit for any part of the Estate and be in the sum equivalent to TWELVE PERCENT (12%) of the total amount of Management Expenses (which shall be as calculated under Clause 14(c) hereof and which shall exclude the Manager's Remuneration and any capital expenditure of whatever nature) incurred by the Manager for the relevant financial year in accordance with the provisions of this Deed.
- (b) The Manager's Remuneration as aforesaid shall be the net remuneration of the Manager for the carrying out of the management duties in accordance with the provisions hereof and shall not include the costs, expenses and fees for any staff, facilities, accountancy services or other professional services which said costs and expenses shall be a direct charge on the Management Expenses.
- (c) The Manager's Remuneration shall be paid to the Manager in arrear on the last day of each month.

18. OWNERS' COMMITTEE

- (a) There shall be an Owners' Committee consisting of :-
- (i) one representative from each Residential Block and

(ii) two representatives from the Commercial Development.

Subject to sub-clause (b) hereof such representatives shall be elected respectively by resolution of the Residential Owners and the Commercial Owners as provided in Clause 20 hereof.

- (b) The Manager shall call or convene the first meeting of Residential Owners of each of the Residential Blocks and the first meeting of the Commercial Owners not later than nine months after the signing of this Deed to elect the members of the Owners' Committee and the Owners' Committee so elected shall continue for such period until a subsequent Owners' Committee duly elected by the Owners has been formed in accordance with Clause 20 hereof.
- (c) The Residential Owners of each of the Residential Blocks and the Commercial Owners shall thereafter hold respective Annual Meetings as provided in Clause 20 hereof to elect eligible Owners to be members of the Owners' Committee whereupon the first or preceding Owners' Committee shall be dissolved in default of which the first or preceding Owners' Committee may continue to act.
- (d) Any Owner shall be eligible for election to the Owners' Committee and, in the event of an Owner being a corporate body, any representative appointed by such corporate Owner shall be eligible for election. The appointment of a representative by a corporate Owner aforesaid shall be in writing addressed to the Owners' Committee (or the Management Company if the first members of the Owners' Committee have not been appointed) and such appointment may be revoked at any time upon notice in writing being given to the Owners' Committee or the Management Company as the case may be by that corporate Owner.
- (e) A member of the Owners' Committee shall hold office until the Annual Meeting of Residential Owners of the Residential Block which he represents or the Annual Meeting of the Commercial Owners, as the case may be, next following his appointment or election PROVIDED THAT :-
- (i) He shall nevertheless cease to hold office if :-

- (a) He resigns by notice in writing to the Owners' Committee.
 - (b) He becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.
 - (c) He becomes incapacitated by physical or mental illness.
 - (d) He is removed from office by the Residential Owners or the Commercial Owners, as the case may be, which he represents at an extraordinary general meeting called for the purpose.
- (ii) if at any Annual Meeting at which an election of member(s) of the Owners' Committee should take place, the office of the retiring member(s) is not filled, or if in any year no Annual Meeting is held, the member(s) of the Owners' Committee shall continue to be in office until the next Annual Meeting.
- (f) Retiring members of the Owners' Committee shall be eligible for re-election.
 - (g) The Owners' Committee may co-opt any eligible Owner to fill any casual vacancy or as an additional member for the current term PROVIDED THAT the maximum number of members specified in Sub-clause (a) of this Clause is not exceeded.
 - (h) The Owners' Committee may continue to act notwithstanding any vacancy in their number PROVIDED THAT their number is not reduced below five. In the event that the number is reduced below five, the remaining members of the Owners' Committee may act but only for the purpose of appointing other eligible persons to be members of the Owners' Committee.
 - (i) Any member of the Owners' Committee may be removed from office by resolution passed at a meeting of the Residential Owners of the Block which he represents or a meeting of the Commercial Owners, as the case may be, as provided in Clause 20 hereof or by resolution in writing as provided in Clause 20(p) hereof and by such resolution the new member(s) of the Owners' Committee may be elected in the place of the member(s) removed from office.

(j) During such times as the Management Company is acting as Manager of the Estate, the function of the Owners' Committee shall subject as hereinafter appears be limited to :-

(i) representing the Owners in all dealings with the Management Company;

(ii) giving to and receiving from the Management Company notices on behalf of all the Owners including any notice to terminate the appointment of the Management Company as the Manager as hereinbefore mentioned; and

(iii) undertaking such other duties as the Management Company may delegate to the Owners' Committee.

Subject thereto and to any appointment of a service company or agent by the Owners' Committee under the powers in that behalf as provided in Clause 12(c) hereof, the Owners' Committee shall be responsible for and shall have full power to undertake the management of the Land and the Estate and to exercise all the powers conferred on the Managers by this Deed.

(k) The Owners' Committee shall have full power to make rules and regulations regulating the conduct and procedure of its meetings and the performance of its duties and obligations PROVIDED THAT no such rules and regulation shall be contrary to or inconsistent with the provisions of this Deed.

19. OFFICERS OF THE OWNERS' COMMITTEE

(a) The officers of the Owners' Committee shall be :-

(i) The Chairman.

(ii) The Vice Chairman.

(iii) The Secretary.

(iv) Such other officers (if any) as the Owners' Committee may from time to time elect.

- (b) The officers of the Owners' Committee shall be elected by the members of the Owners' Committee themselves, such election to be held as soon as reasonably possible after the appointment of the Owners' Committee or the election thereof hereunder and at such other times as may be necessary.
- (c) All casual vacancies of the officers of the Owners' Committee shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.

20. MEETINGS OF THE OWNERS

Subject to Sub-clause (a) hereof, from time to time as occasion may require the Residential Owners of each Residential Block or the Commercial Owners may meet together to discuss and decide matters concerning the Residential Blocks or the Commercial Development as the case may be and the management of the Land and the Estate in general and in regard to such meetings (including the Annual Meeting referred to in Sub-clause (a) below) the following provisions shall apply :-

- (a) An Annual Meeting of the Owners of the Residential Blocks or the Commercial Development as the case may be shall be held in so far as is practicable once in each calendar year commencing with the year following that in which this Deed is signed for the purpose of transacting any business of which due notice has been given in the notice convening the Annual Meeting and of electing a representative of that Residential Block or two representatives of the Commercial Development, as the case may be, to the Owners' Committee and in the case of the Commercial Development, also of electing and/or removing members of the Commercial Owners' Committee.
- (b) Any meeting of the Owners of a Residential Block or the Commercial Development as the case may be may be validly convened by the Manager or the Owners' Committee or by those Owners who in the aggregate have vested in them for the time being not less than 20 per cent of the total number of Shares of that Residential Block or of the Commercial Development, as the case may be.

- (c) In the event that at any time there is no or insufficient representative representing any Residential Block or the Commercial Development in the Owners' Committee, the Owners' Committee may convene a meeting of the Residential Owners of that Residential Block or a meeting of the Commercial Owners as the case may be for electing representative(s) to the Owners' Committee.
- (d) Every meeting of the Owners as aforesaid shall be convened by at least seven days' notice in writing specifying the time and place of the meeting and the matter or matters to be discussed.
- (e) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and (except as mentioned in Sub-clauses (o)(iii) and (iv) hereof) Owners present in person or by authorised representative or by proxy who in the aggregate have vested in them not less than 20 per cent of the total number of Shares in that Residential Block or in the Commercial Development, as the case may be, shall be a quorum.
- (f) The only persons entitled to attend a meeting of the Owners of a Residential Block or a meeting of the Commercial Owners as the case may be and vote thereat shall be the Owners of Units situated in that Residential Block or in the Commercial Development as the case may be.
- (g) The Owners present at each meeting shall choose or elect the chairman of the meeting.
- (h) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (i) The candidates for election as the representative of each Residential Block or as the representatives of the Commercial Development, as the case may be, in the Owners' Committee shall be proposed and seconded by any Owners present at the Annual Meeting of the Owners of the

Residential Block or the Annual Meeting of the Commercial Owners, as the case may be. As soon as all candidates have been proposed and seconded and providing that such candidates consent to be elected, their names shall be put before the Annual Meeting of the Owners of the Residential Block or the Commercial Owners of the Commercial Development who will vote thereon.

- (j) All resolutions put to the vote of the meeting shall be decided by a majority on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present in person or by proxy at the meeting. A poll, if demanded, shall be taken at such time and in such manner as the Chairman of the meeting shall direct and the result of the poll shall be deemed to be the resolution of the meeting.
- (k) On a show of hands, every Owner entitled to be present and present either in person or by duly authorised representative or by proxy at the meeting shall have one vote. In case of a poll, every Owner shall have one vote either personally or through his duly authorised representative or by proxy, for every Share allocated to any Unit held by him and in the case of Owners who are jointly entitled to one such Share such Owners shall jointly have one vote for each such Share and in the case of dispute the first named of such Owners shall have the right to vote.
- (l) In case of any equality of votes the chairman shall have a second or casting vote.
- (m) Votes may be given either personally or by a duly authorised representative or by proxy.
- (n) The instrument appointing a proxy or an authorised representative shall be deposited with the chairman at the meeting.

(o) Except as hereinafter mentioned, any resolution on any matter concerning a Residential Block or the Commercial Development, as the case may be, or any part thereof passed at a duly convened meeting by a simple majority of the votes of the Owners of a Residential Block or of the Commercial Owners present and voting in person or by authorised representative or by proxy shall be binding on all the Owners of that Residential Block or all the Commercial Owners, as the case may be, PROVIDED THAT :-

- (i) The notice convening the meeting shall have specified the intention to propose and/or discuss a resolution concerning the matter in respect of which the resolution is passed.
- (ii) Any resolution purporting to be passed at such meeting concerning any other matter not specified in the notice shall not be valid.
- (iii) No resolution shall be valid if it is contrary to the provisions of this Deed or the Sub-Deed PROVIDED ALWAYS THAT subject as provided in Clause 12(a)(ii) hereof the provisions of this Deed regarding the removal of the Manager (save that any resolution to remove the Manager from its office as Manager for the Estate during the initial period of 10 years from the date of its appointment shall be invalid), the management of the Estate and the powers and duties of the Manager shall be amended or altered by resolution of the Owners passed by a 75 per cent majority of the votes of those Owners present and voting in person or by authorised representative or by proxy at a meeting at which the Owners of not less than 60 per cent of all the shares are present in person or by authorised representative or by proxy.
- (iv) A resolution whether or not to rebuild or reinstate any part of the Estate in accordance with Clause 21 hereof shall be required to be passed by a 75% majority of the votes of the Owners of any Residential Block or of the Commercial Owners as the case may be present and voting in person or by authorised representative or

by proxy at a meeting at which the Residential Owners or Commercial Owners as the case may be of not less than 80 per cent of all the Shares in that Residential Block or Commercial Development are present in person or by authorised representative or proxy or by written resolution in accordance with Sub-clause (p) hereof.

(p) (i) A resolution in writing signed by the Residential Owners who in the aggregate have vested in them for the time being more than 50 per cent of all the Shares in respect of any of the Residential Block or, in the case of a resolution regarding those matters referred to in Sub-clauses (o) (iv) above, not less than 75 per cent of all such Shares, shall be as valid and effectual as if it had been passed at a duly convened meeting of the Owners of a Residential Block.

(ii) A resolution in writing signed by Commercial Owners who in the aggregate have vested in them for the time being more than 50 per cent of all the Shares allocated to the Commercial Development or, in the case of a resolution regarding those matter referred to in Sub-clauses (o)(iv) above, and in the case of a resolution regarding the extinguishment of rights under the Sub-Deed (if any), not less than 80 per cent of all the Shares allocated to the Commercial Development, shall be as valid and effectual as if it had been passed at a duly convened meeting of the Commercial Owners.

(q) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.

21. EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

(a) In the event of any part of the Estate being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use or habitation, the Manager shall

convene a meeting of the Owners in whom the right to the exclusive use occupation and enjoyment of such part of the Estate is vested and such meeting may resolve in accordance with Clause 20 (o)(iv) hereof that by reason of insufficiency of insurance money, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Estate and in such event the Shares representing such part of the Estate shall be acquired by the Manager and the Owners of such 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 otherwise and to distribute the net proceeds of sale amongst the Owners of such Shares in proportion to the respective Shares previously held by such former Owners. All insurance moneys received in respect of any policy of insurance on such part of the Estate shall likewise be distributed amongst such former Owners. In such event all the rights privileges obligations and covenants of such former Owners under this Deed or the Sub-Deed shall be extinguished so far as the same relate to such former Owners of such part of the Estate except to the extent that such Owners shall remain liable in respect of any breach non-observance or non-performance of any covenant term or condition contained hereunder committed prior to such extinguishment PROVIDED ALWAYS that if no such resolution as aforesaid shall be passed each of the Owners of such part of the Estate shall pay his due proportion of the excess of the cost of reinstatement of such part of the Estate damaged as aforesaid over and above the proceeds recoverable from any insurance and until such payment shall have been fully made the outstanding amount will become a charge upon his interest in the Estate and be recoverable as a civil debt.

- (b) The Manager shall be free to stipulate in the sale as provided in Sub-clause (a) hereof that the purchaser shall be entitled to enjoy the Common Service Facilities and may require a proportionate contribution to be made by such purchaser to the total costs of reinstatement of such part of the Estate.

- (c) Notwithstanding any provisions to the contrary herein contained if any part of the Land and the Estate shall be so damaged by fire typhoon earthquake subsidence or any cause (not attributable to the act or default of any Owners or any of the parties hereto or for which any of them is responsible) so as to render such part of the Estate wholly unfit for habitation and to necessitate the rebuilding thereof then and in such event unless within 180 days of such occurrence a resolution is passed by the Owners in accordance with clause 20 (o)(iv) hereof to rebuild and reinstate the same, each Owner shall be released by each and every other Owner from the covenants and obligations to be performed hereunder and these presents shall cease to have effect except in relation to the distribution of any surplus Management Funds.

22. RIGHTS OF OWNERS VIS-A-VIS EACH OTHER

- (a) Nothing herein contained shall affect the right of any Owner to claim indemnity or contribution from any other Owner or person in respect of any payment for any work or thing requiring or having to be done as a result of or in consequence of the act omission neglect or default of such other Owner or person or some other person for whom such Owner or person is legally responsible.
- (b) The power of enforcement conferred by this Deed on the Manager shall be in addition to and not exclusive of the rights of any Owner to take such action as he may think fit to enforce the covenants terms and conditions of this Deed.

23. SPECIAL PROVISIONS APPLICABLE TO THE ESTATE AND SPECIFIC PARTS THEREOF

(a) The Estate

- (i) The Estate or any part thereof erected or to be erected on the Land shall not be used for any purpose other than for non-industrial (excluding godown) purposes excluding any trade or business which in the opinion of the Director of Buildings and Lands is noisy, noisome or offensive or which may cause nuisance annoyance damage or inconvenience to the Government or to Owners

or occupiers of any part of the Estate or any adjoining or neighbouring lot or premises or for the purpose of a funeral parlour, coffin shop, temple or Buddhist hall or as a boarding house apartment house or for any illegal or immoral purpose or metal beater's shop, or for any offensive trade or business.

(ii) The Estate or any part thereof shall only be used for the purposes for which they are designed, constructed and intended to be used in accordance with the Crown Grant and the Occupation Permit issued therefor and no dangerous or unlawful goods or explosive substances are to be stored therein save and except for the provisions of gas pursuant to the L.P. Gas Supply Agreement.

(iii) No air-conditioning units or plant or any other fixtures shall be installed through the windows or external walls of the Estate or through any shop front, window, wall or partition enclosing the Units (except in the apertures specially provided therefor) without the prior written consent of the Manager having been first obtained and the conditions of such consent having been complied with.

(b) Car Parks

(i) All Car Parks in the Estate provided for the use of Residential Units shall only be used for the purpose of parking motor vehicles belonging to the residents of the Residential Units and their bona fide guests and visitors. All Car Parks provided for the use of Commercial Units shall only be used for the purpose of parking motor vehicles belonging to the Commercial Owners or occupiers of the Commercial Units. Any Car Parks provided for visitors' parking shall only be used for the purpose of parking motor vehicles belonging to customers patronizing the Commercial Units and bona fide visitors of the occupiers of the Estate.

- (ii) No Owner shall make any alteration to his Car Park or erect any posts, chains etc. thereon and thereto without the prior written approval of the Manager.
- (iii) No Owner shall allow any motor vehicle parked in any Car Park owned by him to deteriorate to a condition detrimental to the environmental appearance of the Estate.
- (c) Roadways driveways vehicular ramps footbridges and footpaths
No part of the Access Ways, roadways, driveways, vehicular ramps, footbridges and footpaths within the Estate shall be obstructed by motor vehicles or any other objects and the Manager shall have the absolute right to remove such obstruction without giving previous notice to the Owner(s) thereof and the cost (if any) thereof shall be recovered from the Owner(s) causing such obstruction.
- (d) Residential Units
- (i) All Residential Units shall be used for domestic purposes only and in particular shall not be used as an apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles.
- (ii) No partitioning or grills shall be erected or installed in the Residential Units which do not leave clear access to fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.
- (iii) All Residential Units shall be fitted or installed with adequate pipings or electrical circuits to the kitchens and/or bathrooms thereof for the supply of liquefied petroleum gas or electricity thereto and no Owner shall do or cause to be done anything thereto so as to cause any damage to the said pipings or electrical circuits and no Owner shall be entitled to remove the same without the previous consent in writing of the Manager.

(e) Recreational Facilities, Landscaped Areas and other Common Areas

(i) The Recreational Facilities and Landscaped Areas are always to be used for recreational purposes by residents of the Residential Units.

(ii) The Manager shall have full and exclusive power to control, operate and make rules regarding the use of the Recreational Facilities, Landscaped Areas and other Common Areas and Common Service Facilities on the Estate and any part of the Estate intended for common use and in the exercise of its powers hereunder shall have power to remove and impound articles left in the Common Areas and to demolish illegal structures and/or extensions thereon and thereto and to charge for and control the use of the Recreational Facilities.

(iii) The powers provided for in paragraph (ii) above shall apply equally to any garden or Open Space in the Estate.

(f) Staircases, landings, arcades, lift lobbies and passages

No part of the staircases, landings, arcades, lift lobbies, passages or other Common Areas shall be obstructed or incumbered or used for any business or private purpose.

(g) Refuse Collection Station and Refuse Chutes

The disposal of refuse shall be carried out and the Refuse Collection Station and refuse chutes shall be used only in the manner prescribed by and subject to the House Rules from time to time in force.

(h) Estate Management Offices and Caretakers Offices

The Estate Management Office and caretakers offices shall be reserved for such purposes under the control of the Manager.

- (i) Roofs, open yards, lifts, public lighting, transformer rooms, pump rooms, pumps, L.P. Gas Compound, apparatus equipment services and other Common Service Facilities

Subject only to the rights of Shell where applicable all the above shall be under the exclusive control of the Manager and no Owner shall have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the same without the previous written consent of the Manager.

- (j) Wireless and Television Aerials

The Manager shall be entitled to install or contract for the installation of one or more wireless and/or television aerials serving the Estate as provided in Clause 13(c)(36) hereof. No Owner shall be entitled to connect to any such aerial except with the permission of and in accordance with such rules and regulations as the Manager may from time to time determine. No Owner shall affix or install his own private aerial outside his Unit without the previous written consent of the Manager.

- (k) Roofs and External Walls

(i) All Owners and occupiers of any Residential Unit shall have the right to use the roofs of the Residential Block in which his Unit is situated only for escape in the event of fire or emergency but subject thereto no Owner or occupier of any Residential Unit shall have the right to use the same. No Owner or occupier of any unit shall erect or place or cause or permit to be erected or placed any advertising sign or any structure on the roofs and external walls of the Estate or any part thereof and the Manager shall have the right to remove and destroy anything erected or placed on the roofs and the external walls of the Estate or any part thereof and the costs therefor shall be recovered from the Owner(s) erecting or placing the same.

(ii) Notwithstanding anything hereinbefore contained to the contrary and subject as hereinafter provided, there is reserved unto the First Owner, its successors and assigns and its or their licensees at all times hereafter the exclusive right to do all or any of the following things, namely :-

(a) To erect install maintain and remove on and from the roof of the Commercial Complex air-conditioning supply systems and/or cooling towers, pipes, ducts and other ancillary accessories for supplying chilled water for air-conditioning purposes Together with the full free and uninterrupted access at all times hereafter to such parts of the Commercial Complex as shall be necessary for carrying out the works herein contemplated PROVIDED ALWAYS that the First Owner, its successors and assigns and its or their licensees shall take all necessary precautions to operate the said cooling water supply system and/or cooling towers, pipes, ducts and other ancillary accessories in such a way so as to cause as little inconvenience as possible to the Owners of Commercial Units within the Estate and Owners of such of the Car Parks as are situated within the Commercial Complex.

(b) To erect install maintain and remove or permit to be erected installed maintained and removed chimneys and other fixtures on and from the external walls and roofs of the Estate but excluding the external walls of the Residential Blocks subject except in the case of the Commercial Complex and the Commercial Development to any such chimneys or other fixtures not unduly interfering with the other Owners' use and enjoyment of their Units.

The cost for the erection installation maintenance and removal of the said chimneys or other fixtures and any of the said central air-conditioning supply systems and/or cooling towers pipes ducts and other ancillary accessories as aforesaid shall be borne by

the Owners or persons authorized by the First Owner to erect or install the same PROVIDED THAT such erection or installation shall be in accordance with plans and designs previously approved by the Manager in writing and that all necessary approvals and permissions shall have been obtained from all relevant Government authorities prior to the commencement of such installation works AND PROVIDED FURTHER that with the object and intention of affording to all the Owners or occupiers for the time being of the Commercial Development a full and sufficient indemnity, the First Owner and/or its successors and assigns and/or its or their licensees hereby covenant at all times to indemnify and keep indemnified the said Owners or occupiers for the time being of the Commercial Development against all loss damage injury costs expenses actions claims and demands whatsoever arising out of or on account of or resulting from the installation maintenance and removal of the said chimneys or other fixtures and any of the said central air-conditioning supply systems and/or cooling towers and all ancillary pipes ducts and accessories or any defect therein or any failure to maintain the same in proper repair and condition.

(1) Public Notice Boards

There shall be notice boards outside the Estate Management Office and/or at such other places as the Manager may from time to time designate in each Residential Block and Commercial Complex. There shall be exhibited on such notice boards a copy of the House Rules from time to time in force as hereinafter mentioned and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such notice boards for seven consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

(m) Kindergarten

The Kindergarten shall be used for kindergarten purposes only.

(n) Owners' Committee Office

The Owners' Committee Office shall be reserved for the purpose of meetings and administrative works of the Owners' Committee.

24. CONTROL OF ADVERTISING, PROJECTION, WASHING ETC.

- (a) (i) Except with prior written consent of the relevant government authorities and the Manager, no external signs, signboards, notices, advertisements, flags, banners, poles, cages or other projections or structures whatsoever extending outside the exterior of any part of the Estate shall be erected, installed or otherwise affixed or projected from the Unit of any Owner or any part of the Estate in common ownership and in any event no washing, clothing or other articles shall be hung, dried or otherwise exposed outside any buildings or driveways, corridors, staircases or other common parts of the Estate except in the places specifically provided for such purposes.
- (ii) Save as is herein expressly authorised no Owner shall do or permit to be done any act or thing which may or will alter the external appearance of any building in the Estate and save as aforesaid, no Owner shall erect, install, paint or display any sign notice or advertisement (whether illuminated or otherwise) within any Unit or on its door or window or near its entrance which may be visible from outside such Unit except a small name plate showing the Owner's or occupier's name on the Unit's entrance.
- (b) No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any Unit owned by him any refuse, rubbish, litter or other article or thing whatsoever except in the course of the proper disposal thereof and the Manager may charge and recover from any Owner (and/or occupier) who or whose tenants, licensees,

servants or agents have violated this provision such sum as the Manager may determine to cover the costs and expenses of cleaning up and/or removing any such refuse, rubbish, litter, or other article or thing as aforesaid.

- (c) In the case of Commercial Units or other areas for non-domestic use, the Owners or occupiers thereof shall be entitled to exhibit advertising signs provided the size, location and design thereof are first approved in writing by the relevant government authorities and the Manager and provided they do not extend beyond the exterior boundary of their Units and do not cause nuisance or annoyance to the occupants of any neighbouring premises. Each such Owner shall be solely responsible for and shall indemnify all other Owners of Commercial Units or Owners of all actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the installation, use, maintenance or removal of any advertising sign exhibited on or from his Unit or any defect therein or non-repair thereof.
- (d) The Commercial Owners shall subject to Sub-clause (e) hereunder and to the prior approval in writing of the Manager (which approval the Manager may in its absolute discretion withhold without giving any reason therefor) and upon such conditions (including the payment of such fee which will accrue to the Management Funds) as the Manager may impose have the exclusive right (notwithstanding the provisions of Sub-clause (c) above) to use the external walls of their respective Commercial Units or such part thereof for advertising purposes and to display, affix, erect, install or permit to be displayed, affixed, erected or installed thereon and thereto such advertising signboards, placards, posters and other advertising signs or structures whatsoever (whether illuminated or not) subject to the prior written consent of any relevant Government authorities together with the right to maintain or remove the same provided that the same shall not unnecessarily interrupt the enjoyment by the other Commercial Owners of their Commercial Units.

- (e) The First Owner and its licensees shall have the exclusive right to use the external walls and roofs of the Commercial Complex and the Commercial Development or such parts thereof for advertising purposes and to display, affix, erect, install or permit to be displayed, affixed, erected or installed thereon and thereto such advertising signboards, placards, posters or other advertising signs or structures whatsoever (whether illuminated or otherwise) subject to the prior written consent of any relevant Government authorities and with the like right to maintain or remove the same PROVIDED THAT the same shall not unnecessarily interrupt the enjoyment by the other Owners of Commercial Units or other areas for non-domestic use or by the Owners of those of the Car Parks as are situated within the Commercial Complex.

25. HOUSE RULES

- (a) The Manager shall have power from time to time to make revoke and amend House Rules regulating the use operation and maintenance of the Land and the Estate and the Common Service Facilities thereof and the conduct of persons occupying using or visiting the same PROVIDED THAT any House Rules or any revocation thereof or amendments thereto shall not conflict with the provisions of this Deed.
- (b) The House Rules set out in the Seventh Schedule hereto shall come into force on the date of these presents and shall remain in force until expressly revoked or amended by the Manager. A copy of the House Rules from time to time in force shall be posted on the public notice board in each Residential Block and the Commercial Complex and a copy thereof shall be supplied to each Owner on request upon payment of a reasonable fee. Such House Rules shall be binding on all the Owners and shall be enforced by the Manager as therein provided.

26. TAX, ASSESSMENT & OUTGOINGS

All existing and future taxes, property tax, rates, assessments and outgoings of every description for the time being assessed or payable in respect of any Unit including water rates if separately metered shall be borne and paid directly by the Owner of that particular Unit.

27. MAINTENANCE OF INDIVIDUAL UNITS

The costs and expenses of keeping in good and tenantable repair and condition the interior, fixtures and fittings and the windows and doors of any Unit and the erection, installation, maintenance and renewal thereof and all plumbing, electrical installations, flue-pipes, smoke stacks, chimneys or other plant, equipment, apparatus or services used exclusively by any Unit, whether situated within such Unit or the Common Areas, shall be solely borne by the Owner of that particular Unit.

28. ALTERATIONS AND ADDITIONS TO UNITS

Each Owner may place or make in his Unit at his own expense any alterations, additions, improvements, fixtures, fittings and decorations and the same may (subject as herein provided) be installed fixed or removed but only without structural damage to or interference with the enjoyment of any part of the Estate or any of the services apparatus and equipment of such part of the Estate and each such Owner shall have the right to remove the same at his own expense PROVIDED ALWAYS that any such internal alterations, additions and improvements shall comply with all Government regulations and ordinances.

29. SPECIAL CAPITAL EXPENDITURE

Notwithstanding the above provisions whenever any single item of expenditure (excepting only expenditure considered by the Manager as being of an emergency nature) which exceeds or is estimated to exceed \$100,000.00 and which is not covered by insurance is in the opinion of the Manager beneficial only to the Owners of one or more buildings in the Estate and that Owners entitled to the exclusive use occupation and enjoyment of Units in other buildings in the Estate do not or would not derive any material benefit from such expenditure, the Manager may determine that the same shall be paid by the Owners entitled to the exclusive use occupation and enjoyment of the Units in that particular building or buildings for which such item of expenditure has been or will be incurred (hereafter in this Clause called "the Unit Owners") to the exclusion of all other Owners of the

Estate. The Manager shall further determine in what manner shares or proportions such expenditure should be borne between the Unit Owners. On any such determination being made, written notice thereof shall forthwith be given by the Manager to the Unit Owners individually or by exhibiting the same on the public notice board of the building or buildings in question.

30. NOTIFICATION OF CHANGE OF OWNERSHIP

Each Owner shall on ceasing to be the Owner of any Share and the Unit held therewith notify the Manager of such cessation and of the name and address of the new Owner and notwithstanding the provisions of Clause 33(b) hereof and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable by the Owner from whom he purchased, each such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and where applicable the Sub-Deed and for the observance and performance of the covenants and conditions of this Deed and where applicable the Sub-Deed up to the date on which such notice is received by the Manager.

31. SERVICE OF NOTICES

Subject as hereinbefore provided in the case of notices to be affixed on the public notice boards and subject to Clause 12(b) hereof, all notices required to be given to the Manager hereunder shall be properly served if sent by prepaid ordinary or registered post to or left at the Manager's management office in the Estate and all notices or demands required to be served hereunder to an Owner of a Unit shall be sufficiently served if addressed to the Owner and sent by prepaid ordinary or registered post to or left at the Unit(s) of the Owner or the letter-box of such Unit (if any) or at the last known address of such Owner (notwithstanding that such Owner is not personally occupying the said Unit(s)) PROVIDED HOWEVER THAT :-

- (i) where such notice or demand is to be given to an Owner who is a mortgagor or chargor of the Unit, such notice or demand shall also be served on the mortgagee or chargee; and

(ii) where such notice or demand is to be given to a company or an Owner who is a company, such notice or demand shall be served at the registered office of that company.

32. EXCLUSIVE ENJOYMENT TO BE ASSIGNED ETC. WITH UNDIVIDED SHARES AND DEALING WITH EACH UNIT IN ENTIRETY

The right to the exclusive use occupation and enjoyment of any Unit or any part thereof shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Share or Shares with which the same is or are held PROVIDED ALWAYS that the provisions of this Clause shall not extend to leases or tenancies for terms not exceeding 10 years.

33. APPLICATION OF COVENANTS

- (a) The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors administrators successors in title and assigns and the benefit and burden thereof shall be annexed to every Unit and to the Share or Shares held therewith. The Conveyancing and Property Ordinance (Cap.219) and any statutory amendments, modifications or re-enactment thereof for the time being in force shall apply to these presents.
- (b) Subject to Clause 30 hereof no person shall, after ceasing to be the Owner of any Shares be liable for any debt liability or obligation under the covenants terms and conditions of this Deed and where applicable, the Sub-Deed in respect of such Shares and the Unit held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant term or condition prior to his ceasing to be the Owner thereof.

34. PLANS ON COMMON AREAS

The First Owner shall prepare or cause or procure to be prepared plans showing or delineating the Common Areas of the Estate and all such plans shall be kept in the Estate Management Office for the inspection of Owners or occupiers of the Estate at all reasonable times.

IN WITNESS whereof the First Owner and the Management Company have caused their respective Common Seals to be hereunto affixed and the First Purchaser has hereunto set his hand and seal the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

RESIDENTIAL ACCOMMODATION

BLOCK ONE

FLOOR	FLAT TYPE	NO. OF FLATS	UNDIVIDED SHARES	TOTAL UNDIVIDED SHARES
2/F to 27/F	A	26	11	286
	B	26	11	286
	C	26	11	286
	D	26	11	286
	E	26	9	234
	F	26	9	234
	G	26	11	286
	H	26	11	286
	J	26	11	286
	K	26	11	286
	L	26	8	208
	M	26	9	234
	1/F	A	1	11
B		1	11	11
C		1	11	11
D		1	11	11
E		1	9	9
F		1	9	9
G		1	11	11
H		1	11	11
J		1	11	11
K		1	11	11
L		1	8	8
G/F	A	1	11	11
	B	1	11	11
	C	1	11	11
	D	1	11	11
	G	1	11	11
	H	1	11	11
	L	1	8	8
TOTAL NO. OF FLATS : 330				<u>3,386</u>

RESIDENTIAL ACCOMMODATION

BLOCK TWO

FLOOR	FLAT TYPE	NO. OF FLATS	UNDIVIDED SHARES	TOTAL UNDIVIDED SHARES
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	A	26	11	286
	B	26	11	286
	C	26	11	286
	D	26	11	286
	E	26	9	234
2/F to	F	26	9	234
27/F	G	26	11	286
	H	26	11	286
	J	26	11	286
	K	26	11	286
	L	26	8	208
	M	26	9	234

	A	1	11	11
	B	1	11	11
	C	1	11	11
	D	1	11	11
1/F	E	1	9	9
	F	1	9	9
	G	1	11	11
	H	1	11	11
	J	1	11	11
	K	1	11	11
	L	1	8	8

	A	1	11	11
	B	1	11	11
	C	1	11	11
	D	1	11	11
G/F	G	1	11	11
	H	1	11	11
	J	1	11	11
	K	1	11	11
	L	1	8	8

TOTAL NO. OF FLATS : 332

3,408

RESIDENTIAL ACCOMMODATION

BLOCK THREE

FLOOR	FLAT TYPE	NO. OF FLATS	UNDIVIDED SHARES	TOTAL UNDIVIDED SHARES
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	A	27	11	297
	B	27	11	297
	C	27	11	297
	D	27	11	297
	E	27	9	243
2/F to 28/F	F	27	9	243
	G	27	11	297
	H	27	11	297
	J	27	11	297
	K	27	11	297
	L	27	8	216
	M	27	9	243

	A	1	11	11
	B	1	11	11
	C	1	11	11
	D	1	11	11
	E	1	9	9
1/F	F	1	9	9
	G	1	11	11
	H	1	11	11
	J	1	11	11
	K	1	11	11
	L	1	8	8

	A	1	11	11
	B	1	11	11
	C	1	11	11
	D	1	11	11
G/F	G	1	11	11
	H	1	11	11
	J	1	11	11
	K	1	11	11
	L	1	8	8

TOTAL NO. OF FLATS : 344

3,531

RESIDENTIAL ACCOMMODATION

BLOCK FOUR

FLOOR	FLAT TYPE	NO. OF FLATS	UNDIVIDED SHARES	TOTAL UNDIVIDED SHARES
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	A	26	9	234
	B	26	9	234
	C	26	11	286
	D	26	11	286
	E	26	8	208
2/F to	F	26	8	208
27/F	G	26	11	286
	H	26	11	286
	J	26	9	234
	K	26	9	234
	L	26	8	208
	M	26	8	208

	A	1	9	9
	B	1	9	9
	C	1	11	11
	D	1	11	11
1/F	E	1	8	8
	G	1	11	11
	H	1	11	11
	J	1	9	9
	K	1	9	9
	L	1	8	8
	M	1	8	8

TOTAL NO. OF FLATS : 323

3,016

RESIDENTIAL ACCOMMODATION

BLOCK FIVE

FLOOR	FLAT TYPE	NO. OF FLATS	UNDIVIDED SHARES	TOTAL UNDIVIDED SHARES
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	A	27	11	297
	B	27	11	297
	C	27	11	297
	D	27	11	297
	E	27	8	216
2/F to 28/F	F	27	8	216
	G	27	11	297
	H	27	11	297
	J	27	11	297
	K	27	11	297
	L	27	8	216
	M	27	8	216

	A	1	11	11
	B	1	11	11
	C	1	11	11
	D	1	11	11
1/F	E	1	8	8
	G	1	11	11
	H	1	11	11
	J	1	11	11
	K	1	11	11
	L	1	8	8
	M	1	8	8

G/F	G	1	11	11
	H	1	11	11
	J	1	11	11
	K	1	11	11

TOTAL NO. OF FLATS : 339 1,396

RESIDENTIAL ACCOMMODATION

BLOCK SIX

FLOOR	FLAT TYPE	NO. OF FLATS	UNDIVIDED SHARES	TOTAL UNDIVIDED SHARES
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	A	27	11	297
	B	27	11	297
	C	27	11	297
	D	27	11	297
	E	27	8	216
2/F to	F	27	9	243
2B/F	G	27	11	297
	H	27	11	297
	J	27	11	297
	K	27	9	243
	L	27	8	216
	M	27	8	216

	A	1	11	11
	B	1	11	11
	C	1	11	11
	D	1	11	11
1/F	E	1	8	8
	G	1	11	11
	H	1	11	11
	J	1	11	11
	K	1	9	9
	L	1	8	8
	M	1	8	8

	A	1	11	11
	B	1	11	11
	C	1	11	11
	D	1	11	11
G/F	E	1	8	8
	G	1	11	11
	H	1	11	11
	J	1	11	11
	K	1	9	9

TOTAL NO. OF FLATS : 344

3,417

COMMERCIAL DEVELOPMENT

Total number of undivided shares = 2,333.

CAR PARKS & OTHER FACILITIES

335 Private Car Parking Spaces (2 shares per car park)	2 x 335 =	670
L.P. Gas Compound		7
Kindergarten		124
		<u>801</u>
	Overall Total :	<u>23,288</u>

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THOSE 11 equal undivided 23,298th parts or shares of and in ALL THAT piece or parcel of land registered in the District Land Office, North as FANLING SHEUNG SHUI TOWN LOT NO.1 ("the Land") And of and in the messuages erections and buildings thereon known at the date hereof as TSUI LAI GARDEN (翠麗花園) ("the Estate") TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THAT UNIT G on the 25TH FLOOR of BLOCK 1 of TSUI LAI GARDEN (翠麗花園) which said Unit is for the purpose of identification shown and designated "G" on the 2nd-27th Floor Plan attached to an Assignment dated the 11th day of January 1990 and registered in the District Land Office, North by Memorial No. 2 3 4 5 4 5 and thereon coloured Pink.

THE THIRD SCHEDULE ABOVE REFERRED TO

I. EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY UNIT HELD THEREWITH :-

A. Residential Blocks

Each Residential Owner shall subject to the provisions of this Deed, the House Rules and payment of his due proportion of the Management Expenses as herein provided hold his Shares and the Residential Unit held therewith with the following easements rights and privileges :-

1. Full right and liberty for each Residential Owner, his servants, agents and licensees (in common with all other persons having the like right) to go pass and repass over and along and use the Estate Common Areas and Residential Common Areas as forming part of and to use the Common Service Facilities of the Residential Block of which his Residential Unit forms part for all purposes connected with the proper use and enjoyment of his Residential Unit
PROVIDED THAT in exercising such rights no Owner shall obstruct or interfere with or permit or suffer to be obstructed or interfered with any of the Estate Common Areas or Residential Common Areas or Common Service Facilities and that each Owner shall comply with the House Rules and other regulations (if any) from time to time in force in respect of the same.
2. The right to subjacent and lateral support from all other parts of the Estate.
3. The free and uninterrupted passage and running of water, sewage, gas, electricity and any other services from and to his Residential Unit through the Common Service Facilities.

4. The right for the Owner or occupier for the time being of a Residential Unit with or without servants, workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter into and upon the other Residential Units and the Residential Common Areas as are situated in the same Residential Block as his Residential Unit or (in the case of Residential Blocks 4 and 5 only) the Kindergarten for the purposes of carrying out any work necessary for the maintenance of his Residential Unit or its services (such work not being the responsibility of the Manager hereunder) causing as little disturbance as possible and forthwith making good any damage caused thereby.

B. Commercial Development

Each Commercial Owner shall subject to the provisions of this Deed and the Sub-Deed, the House Rules and payment of his due proportion of the Management Expenses as herein provided hold his Shares and the Commercial Unit held therewith with the following easements rights and privileges :-

1. Full right and liberty for each Commercial Owner, his servants, agents, and licensees (in common with all other persons having the like right) to go pass and repass over and along and use the Estate Common Areas and Commercial Common Areas as forming part of and to use the Common Service Facilities of the Commercial Development of which his Commercial Unit forms part for all purposes connected with the proper use and enjoyment of his Commercial Unit PROVIDED THAT in exercising such rights no Owner shall obstruct or interfere with or permit or suffer to be obstructed or interfered with any of the Estate Common Areas or Commercial Common Areas or Common Service Facilities and that each Owner shall comply with the House Rules and other regulations (if any) from time to time in force in respect of the same.

2. The right to subjacent and lateral support from all other parts of the Estate.
3. The free and uninterrupted passage and running of electricity (if any) and any other services from and to his Car Park through the Common Service Facilities.
4. The right for the Owner or occupier for the time being of a Car Park with or without servants, workmen and others at all reasonable times on written notice (except in case of emergency) to enter into and upon the other Car Parks and the Estate Common Areas as the case may be for the purposes of carrying out any work necessary for the maintenance of his Car Park or its services (such work not being the responsibility of the Manager hereunder) causing as little disturbance as possible and forthwith making good any damage caused thereby.

D. L.P. Gas Compound

The Owner of the L.P. Gas Compound shall subject to the provisions of this Deed and the House Rules as herein provided hold his Shares and the L.P. Gas Compound held therewith with the following easements rights and privileges :-

1. Full right and liberty for the Owner of the L.P. Gas Compound, his servants, agents and licensees (in common with all other persons having the like right) to go pass and repass over and along the Estate Common Areas for all purposes connected with the proper use and enjoyment of the L.P. Gas Compound PROVIDED THAT in exercising such rights the Owner of the L.P. Gas Compound shall not interfere or permit or suffer to be interfered with any of the Common Service Facilities.
2. The right to subjacent and lateral support from all other parts of the Estate.

3. The free and uninterrupted passage and running of water, sewage, gas electricity and any other services from and to the L.P. Gas Compound through the Common Service Facilities.
4. The right for the Owner or occupier for the time being of the L.P. Gas Compound with or without servants, workmen and others at all reasonable times on written notice (except in case of emergency) to enter into and upon the Estate Common Areas for the purposes of carrying out any work necessary for the maintenance of the L.P. Gas Compound and/or any structure erected thereon or therein or its services (such work not being the responsibility of the Manager hereunder) causing as little disturbance as possible and forthwith making good any damage caused thereby.

E. Kindergarten

The Owner of Kindergarten shall subject to the provisions of this Deed and the Sub-Deed, the House Rules and payment of his due proportion of the Management Expenses as herein provided hold his Shares and the Kindergarten held therewith with the following easements rights and privileges :-

1. Full right and liberty owner of the Kindergarten, his servants, agents, and licensees (in common with all other persons having the like right) to go pass and repass over and along and use the Estate Common Areas for all purposes connected with the proper use and enjoyment of the Kindergarten PROVIDED THAT in exercising such rights the owner of Kindergarten shall not obstruct or interfere with or permit or suffer to be obstructed or interfered with any of the Estate Common Areas or Common Service Facilities and that the owner of Kindergarten shall comply with the House Rules and other regulations (if any) from time to time in force in respect of the same.

2. The right to subjacent and lateral support from all other parts of the Estate.
3. The free and uninterrupted passage and running of water, sewage, gas electricity and any other services from and to the Kindergarten through the Common Service Facilities.
4. The right for the Owner or occupier for the time being of the Kindergarten with or without servants, workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter into and upon the Residential Blocks 4 and 5 and the Residential Common Areas of Residential Blocks 4 and 5 for the purposes of carrying out any work necessary for the maintenance of the Kindergarten or its services (such work not being the responsibility of the Manager hereunder) or for escape in case of emergency causing as little disturbance as possible and forthwith making good any damage caused thereby.

II. EASEMENTS RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY UNIT IS HELD :-

1. Full right and privilege for the Manager with or without agents surveyors workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon each Residential Unit, Commercial Unit or Car Park or the Kindergarten or the L.P. Gas Compound for the purposes of maintaining and effecting necessary repairs to the Estate or any building on the Land or any part or parts or the Common Areas or the Common Service Facilities or any other apparatus and equipment used or installed for the benefit of the Estate or any part thereof as part of the amenities thereof and not for the benefit of any individual Owner or for his own purposes or enjoyment.

2. Easements rights and privileges from over along and through each Residential Unit, Commercial Unit or Car Park or the Kindergarten or the L.P. Gas Compound as the case may be equivalent to those set forth in Clauses 2 to 4 both inclusive of Paragraphs A, B, C and D of Part I of this Schedule.

THE FOURTH SCHEDULE ABOVE REFERRED TO

COVENANTS, PROVISIONS AND RESTRICTIONS REFERRED TO IN CLAUSE 5 OF THIS DEED:-

1. To pay the due proportion hereinbefore mentioned of the Management Expenses which may be or become payable for or in connection with the management of the Land and the Estate in accordance with the provisions of this Deed.
2. To pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of his Unit and to indemnify the other Owners from and against all liability therefor.
3. To keep the interior of his Unit and all electrical and sanitary appliances and other services therein in good repair and condition and to maintain the same in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owner or occupier of any other Units.
4. No Owner of the Estate shall
 - (a) make and structural alterations to the walls or structure or facade of the Estate or to the premises or unit of which it is or they are entitled to the sole and exclusive use, occupation and enjoyment thereof; or
 - (b) make any alteration to any installation or fixture so as to affect or be likely to affect the supply of water electricity, gas or other services; or
 - (c) cut damage alter or interfere with any of the main walls or beams or floors or any other parts of the Estate or any of the Common Service Facilities.

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5. (a) Not to use or permit or suffer his Unit to be used for any illegal or immoral purpose nor do or cause or permit or suffer to be done any act or thing in his Unit 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 Estate.
- (b) Not to bring on to or keep any livestock, poultry or any type of dog, cat or bird on any part of the Estate PROVIDED THAT (i) dogs, cats and birds of any type may be kept in any Commercial Unit operating as a pet shop and (ii) livestock and poultry of any type may be kept in any market (if any) of the Commercial Complex.
6. (a) Not to do or permit or suffer to be done any act or thing in contravention of the Crown Grant or the Occupation Permit.
- (b) Not to do or permit or suffer to be done any act or thing whereby any insurance on the Estate or any part or parts thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause in addition to any other liability incurred thereby to pay the amount of any increase in premium caused by or on account of such breach.
- (c) In the event that any part of the Estate is damaged or destroyed by fire and the insurance money is wholly or partially irrecoverable by reason of default the defaulting Owner shall pay the whole or a fair proportion of the cost of complete reinstatement of such part of the Estate and shall indemnify the other Owners against all losses, damages and expenses resulting therefrom.

7. To be responsible for and indemnify the Manager and all 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 neglect of any occupier of his Unit or any person using his Unit with his consent express or implied or by, or through, or in any way owing to the overflow of water therefrom.

8. To be responsible to the Manager for the escape of fumes, smoke or anything else and the other Owners for the acts and omissions of all persons occupying his Unit with his consent, express or implied, and to pay all costs charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is responsible to make good or repair, such costs charges and expenses shall be recoverable by the Manager as hereinbefore provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Estate for which the Manager is not responsible 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.

9. In the event of any Owner assigning, transferring, leasing, letting or dealing with the whole or any part of his Unit, such Owner shall within fourteen days of such assignment, transfer, lease, letting or dealing give written notice thereof to the Manager and will produce written details of such assignment, transfer, lease, letting or dealing, including inter alia the parties to such transaction and the term and rental of any lease, licence or tenancy thereby granted.

10. Not at any time to exercise or attempt to exercise any statutory or common law right to partition the Land and the Estate.

11. To observe and perform all the covenants conditions and provisions of this Deed, the Sub-Deed (where applicable) and the House Rules.

12. The Owner's responsibilities and liabilities in respect of services and utilities are more clearly defined by category as being limited to all electrical cables and wires, pipes (including supports and conduits) within his Unit and contained within or passing through walls, ceilings and floors to the median point and in the case of the main supply connection through walls and along and within public areas up to the supply company's meter. In respect of foul water sewage the Owner shall be responsible for the cleansing and free flow of solid and liquid waste along piping and up to the main connection with the vertical common piped sewage system.

13. No Owner shall have right of access to or egress from the Estate for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed to the Crown Grant provided that access may be obtained for emergency use only between points P and Q through R as shown and marked on the said plan.

THE FIFTH SCHEDULE ABOVE REFERRED TO

A. OBLIGATION OF SHELL TO THE FIRST OWNER

1. To design construct and install at its own expense in the Estate a L.P. Gas distribution system and plant (which expression shall include all bulk storage and its ancillary facilities, the meters, the regulators, the vapour phase piping system together with its associated valves and other equipment including the piping to and constructed and installed inside the Residential Units and Commercial Units) and gas water heaters in the Residential Units for the storage supply, distribution and dispensing of liquefied petroleum gas.
2. At its own expense throughout the term of the L.P. Gas Supply Agreement to maintain and keep in good repair and condition (fair wear and tear excepted) and to replace whenever and wherever required the equipment and facilities of the said L.P. Gas distribution system and plant and all connections and piping.

B. UNDERTAKINGS COVENANTS PROVISIONS AND RESTRICTIONS OF OWNERS OF THE LAND AND THE ESTATE IN RELATION TO SHELL

1. The Residential Owners and Commercial Owners covenant with the First Owner throughout the term of the L.P. Gas Supply Agreement that :-
 - (a) should they use liquefied petroleum gas as fuel for household or commercial use or otherwise they will only use liquefied petroleum gas supplied by Shell and not any other company in Hong Kong via the central distribution system installed by Shell,
 - (b) they will not permit any fuel gas other than liquefied petroleum gas supplied by Shell or its agents to be stored or dispensed through the said distribution system and plant or install or permit or suffer to be installed another gas distribution system or plant in the Estate.
2. The Owners of the Land and the Estate shall throughout the term of the L.P. Gas Supply Agreement allow Shell such access easements or rights of way for the construction, installation, maintenance, repair or meter reading of such system, requisite pipings and other ancillary works in the Land and the Estate as Shell may from time to time reasonably require PROVIDED HOWEVER that Shell shall make good any damage caused thereby.
3. Each Owner shall not interfere in any manner or tamper with the liquefied petroleum gas piping, meter and other equipment inside his Unit and in the event of any leakage of gas or damage to the equipment or piping shall immediately notify Shell or its duly appointed agent and shall pay the costs and expenses of maintaining, repairing and replacing such equipment including the piping and meter inside his Unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(a) Not less than 21 days prior to the carrying out of such work or works to which this Schedule apply or such shorter period as the Manager may allow, each Commercial Owner shall submit to the Manager full detailed plans and written supporting information (3 copies each) of all proposals concerning the fitting-out of his Commercial Unit. Each Commercial Owner's plans shall comply with all relevant Ordinances, Regulations and By-Laws, and without limitation to the generality of the foregoing, shall include :-

- (i) All fitting-out details, alterations and/or additions to all non-load bearing walls, doors, door openings, lift lobbies and other Commercial Common Areas as forming part of the Commercial Development of which his Commercial Unit forms part.
- (ii) Detailed drawings, plans and specifications of all air-conditioning (if any) and electrical installations which shall be connected by each Commercial Owner to utility systems provided by the First Owner or the Manager.
- (iii) Details of all lighting circuits, fixtures and fittings.
- (iv) Any proposed fascia sign, including its decorative and electrical components, and
- (v) Details of installation of any security or alarm system.

(b) The Manager will consider each Commercial Owner's plans and details and may, in its absolute discretion, accept or reject the plans or details or any part of them. Upon receipt of the fitting-out proposals (both detailed plans and written supporting information) the same will (if considered appropriate by the Manager) be passed to an architect appointed by the Manager for approval. If such plans and/or details are rejected, amendments thereto shall be re-submitted within 14 days, or as directed by the Manager, as the case may be.

(c) All works specified and approved in writing by the Manager shall be completed within 3 months of each Commercial Owner being notified of such approval or such longer period as the Manager may agree.

(d) When the fitting-out proposals are approved and before any work commences full information concerning each Commercial Owner's contractors together with a work programme or chart shall immediately be made available to the Manager by each Commercial Owner.

(e) For all works specified in paragraphs (i) - (iv) below each Commercial Owner is required to use the services of the First Owner's nominated contractors or the Manager's nominated contractors or subject to such terms and conditions as may be specified by the Manager, a contractor appointed by the Commercial Owner and approved in writing by the Manager who will at all times work under the supervision and comply with the directions of the First Owner's nominated contractors or the Manager's nominated contractors :-

(i) Any work involving the construction or installation of any brickwork, concrete or other items of a structural nature.

(ii) Any plumbing or drainage work.

(iii) Any alteration or addition to any mechanical or electrical services.

(iv) Any specialist work.

(f) Contractors appointed by each Commercial Owner shall not carry out any work in the Commercial Common Areas forming part of the Commercial Development of which his Commercial Unit forms part or other Common Areas and all debris created by the carrying out of or incidental to such work shall be cleared at the expense of the Commercial Owner creating the same.

(g) Each Commercial Owner his servants, agents and workmen shall co-operate fully with the First Owner or its authorised representative, the Manager and its nominated contractors and project consultants in carrying

out any work in the Estate, and shall cause the work done in his Commercial Unit to be co-ordinated and carried out in such a manner as to avoid any delay or interference with the work of the First Owner in the Estate. Each Commercial Owner his servants, agents and workmen shall obey and comply with all instructions and directions which may be given by the Manager or its authorised representatives in connection with the carrying out of such work.

(h) Each Commercial Owner is solely responsible for the safety of all the said works carried out in his Commercial Unit and for the payment of all costs charges and expenses involved therein together with a portion of the cost of providing a temporary electricity supply the total cost of which shall be borne proportionally by all the Commercial Owners requiring such supply.

(i) Each Commercial Owner shall indemnify the First Owner and/or the Manager against all claims arising out of the actions of his appointed contractors and others areas of the Estate in connection with the carrying out of the work.

(j) Each Commercial Owner shall pay to the Manager on demand a sum equal to the aggregate of :-

(i) 15% of the cost of any alterations and/or additions to the structure and/or electrical and mechanical systems of any part of the Estate considered necessary by the Manager as a result of the approved fitting-out work to be carried out by the Commercial Owner by way of reimbursement to the Manager for costs incurred by it in the consideration and/or approval of the said alterations and the inspection and approval of the works carried out in relation thereto; and

(ii) All costs and fees of the project architect and other consultants if any incurred by the Manager in connection with the consideration and/or approval of the Commercial Owner's plans and proposals as aforesaid. The said costs and fees will be certified by the project architect and/or consultant by whom they are charged.

(k) Without in any way limiting the generality of the foregoing, each Commercial Owner shall not :-

- (i) Submit any plan to the Buildings and Lands Department or other competent authority for approval without first obtaining the Manager's written consent which the Manager may in its unfettered discretion withhold if it considers that the submission of such plan or the work proposed to be carried out could or might interfere with any work being carried out by the First Owner in any part of the Estate;
- (ii) Carry out or attempt to carry out any work which requires the consent of the Buildings and Lands Department or the Land Office or any other competent authority without previously obtaining such consent; and
- (iii) Do or permit any act or thing to be done which is likely to cause any fire risk or other hazard in any part of the Estate.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

1. No Owner or occupier shall send any employee of the Manager out of the Estate on any private business.
2. No external shades, awnings, window guards, signs, aerials, fittings or structures shall be installed erected or used in any part of the Estate until the same shall have been approved in writing by the Manager. Save as provided in Clause 24(c), (d) and (e) hereof no Owner shall paint the outside of any part of the Estate or do or permit to be done anything which would in any way alter the facade or exterior appearance of any part of the Estate.
3. No air-conditioning or other units shall be installed through any external walls of any part of the Estate. Such units may be installed through windows PROVIDED THAT measures are taken to prevent excessive noise condensation or dripping on to the Land or any part of the Estate or the Common Areas and PROVIDED ALWAYS THAT such installations are made with the approval of the Manager and in accordance with the instructions specified by the Manager.

4. No Owner or occupier shall use or permit to be used any Unit for the purpose of a funeral parlour, coffin shop, temple or Buddhist hall, or as a boarding house, apartment house or for any illegal or immoral purpose or metal beater's shop, or for any offensive trade or business.

5. No Owner or occupier of any Residential Unit shall make or permit any noise to be made in his Unit which may cause nuisance or annoyance to other Owners or occupiers in any part of the Estate especially outside normal working hours or do or permit anything to be done which will interfere with the rights comfort and convenience of other occupants. Musical instruments may not be played nor shall television or recording equipment be operated in any Residential Unit between 11:00 p.m. and 7:00 a.m. in such a way which may cause nuisance disturbance or annoyance to any occupiers in any part of the Estate.

6. No Owner or occupier shall permit the playing of mahjong in his Unit between 11:00 p.m. and 7:00 a.m. in such a way as to cause annoyance disturbance or nuisance to the Owners or occupiers of any other Units.

7. No live poultry, birds or animals shall be kept or harboured in any Residential Unit or Car Park if the same has been the cause of reasonable complaint by at least two Owners or occupiers in any part of the Estate.

8. Children shall not play in the Common Areas save and except for the children playgrounds which form part of the Recreational Facilities. Any damage to any part of the Estate or discolouration to decorations caused by children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside occupy or visit.

9. Water closets and other water apparatus in any part of the Estate shall not be used for any purpose other than those for which they are constructed, nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of water closets or apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused.

10. Bicycles, baby carriages or similar vehicles shall only be allowed in the lifts if the greatest care against damage to the lifts is exercised, and the same shall not be allowed to stand unattended in any part of the Common Areas.
11. No Owner or occupier shall store or keep in any part of the Estate any arms or ammunition or gunpowder (without the prior licence of the Commissioner of Police and the prior written consent of the Manager) or fireworks or any other dangerous or explosive goods or substance other than domestic kerosene, liquefied petroleum gas or other fuel in small quantities for household or commercial use as shall have been sanctioned by the Fire Services Department or other competent authorities for the time being concerned.
12. The Manager shall have power to revoke at any time any consent or approval previously given by it to any Owner hereunder by giving to such Owner not less than 14 days' written notice to that effect except in cases of emergency. On the expiry of such notice, such consent or approval shall be deemed to be revoked.
13. All complaints relating to touching or concerning the Land or any part of the Estate shall be made in writing to the Manager.
14. Each Owner shall notify the Manager of the name and address of the person authorised by him to accept service of legal proceeding.
15. Details of installation and design of door gates, window bars and air-conditioners etc. must be subject to the Manager's Approval and installed to the Manager's satisfaction and in accordance with the fixing instructions specified by the Manager.
16. No Owner or occupier shall leave or cause, permit or suffer to be left any furniture, boxes, goods, articles or refuse in any part of the Common Areas or cause any obstruction whatsoever thereto.

17. All Residential Units shall be used for private residential purposes only and may not be used as a quarter, boarding house, apartment house, an office, store, factory, shop or for any other commercial purposes or for the conduct of any trade, profession or business.

18. Each Residential Owner shall ensure that his Unit shall be occupied by himself and/or the members of his family included in his application for units sold under the Private Sector Participation Scheme unless otherwise provided in any ordinances, by-laws or regulations governing such Scheme.

SIGNED SEALED and DELIVERED by)
Akito Tanaka)
the lawful attorney of the First)
Owner whose signature(s) is/are)
verified by :-)

 A handwritten signature in black ink, appearing to read "Akito Tanaka", followed by a solid black circular stamp.

 A handwritten signature in black ink, appearing to read "Raymond M.S. Kwok", followed by the printed name and title.

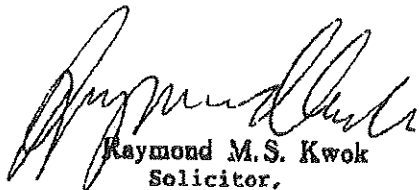
Raymond M.S. Kwok
Solicitor.

Hong Kong.

SIGNED SEALED and DELIVERED by)
the First Purchaser in the presence)
of :-)

 A handwritten signature in black ink, appearing to read "Sun Mi Man", followed by a solid black circular stamp.

(Holder of Hong Kong Identity)
Card No. C341111(5)

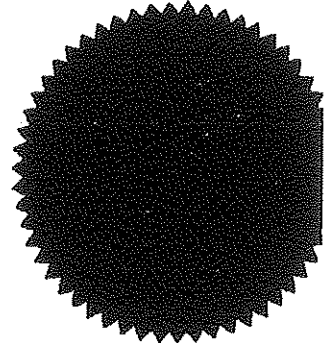
 A handwritten signature in black ink, appearing to read "Raymond M.S. Kwok", followed by the printed name and title.

Raymond M.S. Kwok
Solicitor.

Hong Kong.

SEALD with the Common Seal of the)
Management Company and SIGNED by)
Kiyohide Satori , its director)
whose signature is verified by :-)

Kiyohide Satori



Raymond M. S. Kwok
Raymond M. S. Kwok
Solicitor,

Hong Kong.

Dated the 11th day of January 1990

AOKI CORPORATION

and

SUM MEI WAN

and

KENDA SERVICES LIMITED

DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT

in respect of
FANLING SHEUNG SHUI
TOWN LOT NO.1

REGISTERED at the District Land
Office North by Memorial No.
on

p. Land Officer.

DENTON HALL BURGIN & WARRENS
SOLICITORS
1001 HUTCHISON HOUSE
10 HARCOURT ROAD
HONG KONG
(XOLD CONV. 193)
MWQ/RMSE/rc/A:17.054

