

Approved by LACO: 13 June 2025

**DATED**

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**HONG KONG HOUSING SOCIETY**  
(香港房屋協會)

and

[ ]

and

**HONG KONG HOUSING SOCIETY**  
(香港房屋協會)

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**DEED OF MUTUAL COVENANT  
AND MANAGEMENT AGREEMENT**

of

[\*\*\*\*], [No.72 Pak Wo Road, Fanling],  
New Territories, Hong Kong

erected on

**FANLING SHEUNG SHUI TOWN LOT NO.264**

---

**Baker  
McKenzie.**  
貝克·麥堅時律師事務所

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**“Building Plans”** means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority (as defined in the Buildings Ordinance) under reference no. BD 2/9157/16(P) and includes any amendment thereto as approved by the Building Authority;

**“Commercial Disabled Parking Space”** means one of “the Parking Spaces for the Disabled Persons” referred to and defined in Special Condition No. (39)(f)(i) designated out of the parking spaces provided under Special Condition No. (39)(e)(i), and such parking space is (for identification purpose) marked “P216” and shown coloured Grey on the Basement 2 Floor Plan of the Plans;

**“Commercial Portion”** means “the Commercial Portion” referred to and defined in Special Condition No. (9)(c)(ii)(V);

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

- (a) which are intended for the common use and benefit of different Owners, occupiers, licensees or invitees of the Land or any part thereof;
- (b) as will fall within the definition of “common parts” in section 2 of the Ordinance; or
- (c) which are from time to time designated by an Owner to be Common Areas and Facilities in accordance under Clause 14.15.

The expression shall include (subject to the provisions of this Deed) the common parts specified in Schedule 1 to the Ordinance and shall also include those areas of the Development which are (for identification purpose) coloured Orange, Violet, Violet Stippled Black, Violet Hatched Black and Violet Cross-Hatched Black on the Plans. For the avoidance of doubt, the expression shall include the Development Common Areas and Facilities, the SSF Common Areas and Facilities and, after execution of any Sub-Deed of Mutual Covenant, those parts of the Development as are designated as Common Areas and Facilities under that Sub-Deed of Mutual Covenant (including but not limited to the HS Common Areas and Facilities after the HS Portion falling into multi-ownership). To avoid doubt, the expression shall exclude any system, equipment, facility, machinery, fixture, fitting or Conduit which serves only one Unit and also exclude the HS Portion (save for any part thereof which shall have been designated as part of the Common Areas and Facilities under any Sub-Deed of Mutual Covenant upon execution thereof);

**“Common Areas Shares”** means the Shares allocated to the Common Areas and Facilities under this Deed or any Sub-Deed of Mutual Covenant;

**“Common Utilities Deposits”** means the water, electricity, gas and other utilities deposits in respect of the Common Areas and Facilities referred to in Clause 10.5(a)(ii);

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

**“Covered Walkway”** means the covered walkway which is (for identification

purpose) shown coloured Grey Cross-Hatched Black on the Plans;

**“Debris Removal Charge”** means a sum equal to one month’s Monthly Management Fees payable under Clause 10.7(a) for the SSF Unit concerned during the first Financial Year;

**“Decoration Deposit”** means the Decoration Deposit referred to in paragraph 26 of Schedule 7;

**“Development”** means the development erected on the Land known as “[\*\*\*]”, [No.72 Pak Wo Road, Fanling], New Territories, Hong Kong; and shall include all systems, equipment, facilities, machinery, fixtures, fittings and Conduits from time to time provided or installed therein;

**“Development Common Areas and Facilities”** means those Common Areas and Facilities which are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different SSF Units and the HS Portion (whether or not the same are provided or installed also for the common use and benefit of the Owners, occupiers, licensees or invitees of the Government Accommodation as well), and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured Orange on the Plans (**“Coloured Orange Areas”** in this definition);
- (b) the internal finishes of the Coloured Orange Areas;
- (c) all structural or load bearing elements of the Development (save to the extent forming part of any Unit or the SSF Common Areas and Facilities);
- (d) any non-structural or non-load bearing internal partition of the Coloured Orange Areas;
- (e) the inner half of any non-structural or non-load bearing elements separating any Coloured Orange Areas from any other area coloured as the SSF Units, the HS Portion or the SSF Common Areas and Facilities;
- (f) all sanitary appliances, glazing, window panes, window frames, doors, door frames, grilles, louvers and louver frames of any Coloured Orange Areas;
- (g) any water-proofing system on the top of the floor slab of any Coloured Orange Areas;
- (h) the foundations of the Development;
- (i) the Slope and Retaining Structures (if any) within the Land;
- (j) the Items, save to the extent forming part of the HS Portion or the SSF Common Areas and Facilities (if any);
- (k) the Owners’ Committee office;



- (l) those parts of the façade, external walls, parapets of the Development (including the glazing, windows, window panes, window frames, louvers, louvers frames, external finishes, signages, claddings and architectural fins and features thereon, if any) which are (for identification purpose) coloured Orange on the elevation plans forming part of the Plans; and
- (m) those Common Areas and Facilities (including any systems, equipment, facilities, machinery, fixtures, fittings and Conduits) which:
  - (i) are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different SSF Units and the HS Portion (whether or not the same are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of the Government Accommodation as well); or
  - (ii) do not form part of the SSF Common Areas and Facilities or the HS Common Areas and Facilities;

**“Development Management Expenses”** means all Management Expenses which:

- (a) are attributable to the Development Common Areas and Facilities, or for the common benefit of the Owners, occupiers, licensees or invitees of different SSF Units and the HS Portion (whether or not the Owners, occupiers, licensees or invitees of the Government Accommodation are also benefited); or
- (b) do not form part of the SSF Management Expenses;

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

**“Director”** means the Director of Lands;

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

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

and the expressions **“Estimated Development Management Expenses”** and **“Estimated SSF Management Expenses”** shall be construed accordingly;

**“Excepted and Reserved Areas”** means “the Excepted and Reserved Areas” referred to and defined in Special Condition No. (3)(a)(i), which is (for identification purpose) shown Cross-Hatched Black on the Plans (Drawings Nos. DMC-03 to DMC-06).

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

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

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

**“Fire Safety Management Plan”** means the fire safety management plan of the Development approved by the Fire Services Department;

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

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

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

**“Government”** means the Government of Hong Kong;

**“Government Accommodation”** means “the Government Accommodation” referred to and defined in Special Condition No. (11)(a) comprising:

- (a) the RCHE; and
- (b) the “RCHE Parking Space” referred to and defined in Special Condition No. (39)(n) for the parking of light bus licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation and for the exclusive use of the operator of the RCHE and their bona fide guests, visitors or invitees (which is (for identification purpose) marked “052” on the First Floor Plan of the Plans);

(including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with the Land Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other

areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on all Owners), which is (for identification purpose) coloured Red on the Plans (Drawings Nos. DMC-01 to DMC-06 and DMC-14 to DMC-16);

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

**“GPA”** means the Government Property Administrator, Government Property Agency, 9<sup>th</sup> Floor, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other address as GPA may adopt; and shall include his successors-in-title and any other officer or department of the Government or any Government or administrative authorities holding or bearing whatever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator;

**“Greenery Area”** means the areas of the Land provided with greening (including but not limited to live plants with soil base) referred to in Special Condition No. (9)(e), whose locations as at the date of this Deed are (for identification purpose) shown coloured Grey Stippled Black and Violet Stippled Black on the Plans (for the avoidance of doubt, “Greenery Area” defined herein included but not limited to “the Greenery Area” referred to and defined in Special Condition No. (9)(e)(i));

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

**“HS Common Areas and Facilities”** means those areas and facilities of the HS Portion to be designated under the subsequent Sub-Deed(s) of Mutual Covenant of the HS Portion (or any part thereof) in accordance with Clause 4.8 and/or Clause 14.15 and which serve the Owner(s), occupiers, licensees or invitees of different parts of the HS Portion (whether or not the Owner, tenants, occupiers, licensees or invitees of the Government Accommodation are also benefited), and for the avoidance of doubt, "HS Common Areas and Facilities" defined herein may include one or more sub-categories of common areas and facilities which may be created under the subsequent Sub-Deed(s) of Mutual Covenant of the HS Portion (or any part thereof) and serve only the Owner(s), occupiers, licensees or invitees of one or more particular part(s) of the HS Portion;

**“HS Portion”** means such domestic and non-domestic parts in the Development, which are (for identification purpose) coloured Grey, Grey Stippled Black, Grey Hatched Black and Grey Cross-Hatched Black on the Plans (collectively the **“Coloured Grey Areas”** in this definition), in respect of which the Right to Occupy belongs to the Owner of the Shares allocated thereto, including:

- (a) [*English name of Block 1*] (including all PRH Units, lift lobbies, the acoustic windows (baffle type) and fixed glazing / blank walls forming part of the

Noise Mitigation Measures and the entire façade, all external walls of the building);

- (b) [*English name of Block 2*] (including all Senior Citizen Residential Units, lift lobbies, the acoustic windows (baffle type) and vertical architectural fins forming part of the Noise Mitigation Measures and the entire façade and all external walls of the building);
- (c) the Commercial Portion;
- (d) the self-financing RCHE Accommodation;
- (e) the Parking Spaces;
- (f) the Loading and Unloading Spaces;
- (g) the Public Vehicle Park;
- (h) the Covered Walkway;
- (i) the HS Recreational Facilities;
- (j) the Lay-by for Ambulance;
- (k) the Commercial Disabled Parking Space and the PRH Disabled Parking Space;
- (l) those part(s) of the Greenery Area inside the Coloured Grey Areas (including any addition or amendment thereto as may be approved by the Director of Buildings);
- (m) the office accommodation for watchmen and caretakers and the quarters for watchmen and caretakers for PRH Units and Senior Citizen Residential Units;
- (n) all glazing, window panes, window frames, doors, door frames, louvers, louver frames and internal finishes of the Coloured Grey Areas;
- (o) all sanitary appliances in the Coloured Grey Areas;
- (p) all non-structural or non-load bearing internal partitions inside the Coloured Grey Areas and any slab separating different parts of the Coloured Grey Areas;
- (q) the inner half of any non-structural or non-load bearing elements separating the Coloured Grey Areas from any area which is coloured as the Common Areas and Facilities on the Plans;
- (r) any non-structural or non-load bearing element separating the Coloured Grey Areas from any area which is coloured as the Government Accommodation on the Plans;

- (s) the structural and load bearing elements of the Development which only serve or support the Coloured Grey Areas;
- (t) water-proofing system on the top of the floor slab of the Coloured Grey Areas;
- (u) the shop front of the Coloured Grey Areas;
- (v) those parts of the façade and external walls of the Development (including the glazing, windows, window panes, window frames, louvers, louvers frames, external finishes, signages, claddings and architectural fins and features thereon, if any) which are (for identification purpose) coloured Grey on the elevation plans forming part of the Plans;
- (w) all areas for installation or use of aerial broadcast distribution or telecommunications network facilities which serve only the Coloured Grey Areas;
- (x) those parts of the Noise Mitigation Measures provided at 2<sup>nd</sup> Floor as set out in Part (I) of Appendix 2 (save and except the fixed glazing provided at the RCHE which will form part of the Government Accommodation);
- (y) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any Coloured Grey Areas or any or some of the above;
- (z) any of the Items located within the Coloured Grey Areas (unless those parts have formed part of the Common Areas and Facilities);

but shall exclude:

- (aa) any Conduits located inside the Coloured Grey Areas, which do not exclusively serve the Coloured Grey Areas or any part thereof (unless included in paragraph (z) of this definition);

**“HS Recreational Facilities”** means such part of the Recreational Facilities provided for the residents of the PRH Units and the Senior Citizen Residential Units and their bona fide visitors, which are (for identification purpose) coloured Grey Hatched Black on the Plans.

**“Items”** means “the Items” referred to and defined in Special Condition No. (23)(a), namely:

- (a) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (b) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development;

- (c) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development;
- (d) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (e) all other common parts and facilities serving the Government Accommodation and the remainder of the Development;

**“Land”** means the parcel of land registered in the Land Registry as Fanling Sheung Shui Town Lot No.264; and, where the context permits or requires, shall include the Development thereon;

**“Land Grant”** means the Agreement and Conditions of Grant dated the 8<sup>th</sup> day of July 2021 and registered in the Land Registry as New Grant No. 22913 as varied or modified by two modification letters dated 18 October 2022 and 16 August 2023 and registered in the Land Registry by Memorial Nos. 22102801530082 and 23082800270203 respectively, and shall include all further amendments, variations, modifications or extensions thereof or waivers or consents or no-objections by the Government of or in relation to any provision contained therein, made or effected from time to time after the date of the Land Grant;

**“Lay-by for Ambulance”** means the lay-by for the loading and unloading of ambulance provided under Special Condition No. (39)(o) which is (for identification purpose) marked “055” on the First Floor Plan of the Plans;

**“Loading and Unloading Space”** means a loading and unloading space provided under Special Condition No. (40)(a), which is (for identification purpose) marked “057” and “058” on Ground Floor Plan and “045” to “051” on First Floor Plan of the Plans;

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

**“Management Fees Deposit”** means a sum equal to 3 months’ Monthly Management Fees payable for a Unit (except the Government Accommodation) during the first Financial Year as adjusted from time to time under Clause 10.5(c)(iii);

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

**“Management Shares”** means the management shares allocated in accordance with Schedule 2 or to be allocated or sub-allocated under any Sub-Deed of Mutual Covenant to the Units and **“Management Share”** means any one of such management shares;

**“Manager”** means the DMC Manager or any other manager from time to time appointed as manager of the Land and the Development under this Deed who for the time being is, for the purpose of this Deed, managing the Development;

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

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

**“NIA Report”** means the noise impact assessment report(s) in respect of the Development approved by the Director of Environmental Protection and shall include any approved addition or variation thereto;

**“Noise Mitigation Measures”** means those noise mitigation measures mentioned in the NIA Report which are required to be implemented by the Director of Environmental Protection, including fixed glazing / blank walls, architectural fins, solid parapets, acoustic windows (baffle type), acoustic windows (top-hung type), vertical architectural fins and enhanced acoustic balconies, the locations of which are set out in Appendix 2;

**“Non-enclosed Areas”** means collectively any balcony (including any enhanced acoustic balcony forming part of the Noise Mitigation Measures) forming part of any SSF Unit, any covered area forming part of any SSF Unit underneath such a balcony, any utility platform forming part of any SSF Unit and any covered area forming part of any SSF Unit underneath such a utility platform, each such balcony or utility platform is marked, for the purpose of identification, “BAL.” (in the case of a balcony) or “UTIL.” (in the case of a utility platform) on the Plans;

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

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

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

**“Owners’ Corporation”** means a corporation of Owners formed under Section 8 of the Ordinance;

**“Parking Space”** means:

- (a) a parking space for the parking of motor vehicle provided under Special Conditions Nos. (39)(a)(i), (39)(b), (39)(c)(i) or (39)(e) (such parking spaces are for identification purpose marked “P093” to “P097”, “P099” to “P215” and shown coloured Grey on the Basement 2 Floor Plan of the Plans);
- (b) a parking space for the parking of motor cycle provided under Special Conditions Nos. (39)(g)(i), (39)(h)(i) or (39)(i)(i) (such parking spaces are for identification purpose marked “M001” to “M012” and shown coloured Grey on the Basement 1 Floor Plan of the Plans);
- (c) a parking space for the parking of light goods vehicle provided under Special Condition Nos. (39)(j)(i) or (39)(k)(i) (such parking spaces are for identification purpose marked “059” to “062” and shown coloured Grey on the Basement 1 Floor Plan of the Plans); or
- (d) a parking space for the parking of light bus provided under Special Condition No. (39)(l) (such parking space is for identification purpose marked “053” and shown coloured Grey on the First Floor Plan of the Plans),

including the electric vehicle charging enabling facilities (if any) and the associated installations installed or to be installed for serving that parking space exclusively, and for the avoidance of doubt, excluding the SSF Disabled Parking Space, the SSF Visitors’ Parking Spaces, the PRH Disabled Parking Space, the Commercial Disabled Parking Space, the Loading and Unloading Space and any parking space forming part of the Government Accommodation, the self-financing RCHE Accommodation or the Public Vehicle Park;

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

**“PRH Disabled Parking Space”** means one of “the Parking Spaces for the Disabled Persons” referred to and defined in Special Condition No. (39)(f)(i) designated out of the parking spaces provided under Special Condition No. (39)(a)(i), and such parking space is (for identification purpose) marked “P098” and shown coloured Grey on the Basement 2 Floor Plan of the Plans;

**“PRH Unit”** means a domestic unit in the Development provided under Special Condition No. (7)(a) as a public rental housing unit;

**“Public Vehicle Park”** means the public vehicle park in the Development provided under Special Condition No. (41)(a) and includes (without limitation) :

- (a) 92 spaces for the parking of motor vehicles provided under Special Condition No. (41)(a)(i), which are for identification purpose marked “P001” to “P092” and shown coloured Grey on the Basement 1 Floor Plan of the Plans;
- (b) 35 spaces for the parking of light goods vehicles provided under Special Condition No. (41)(a)(ii), which are for identification purpose marked “063” to “097” and shown coloured Grey on the Basement 1 Floor Plan of the Plans;



- (c) 35 spaces for the parking of medium goods vehicles or heavy goods vehicles provided under Special Condition No. (41)(a)(iii), which are for identification purpose marked “056” and shown coloured Grey on the Ground Floor Plan of the Plans and marked “001” to “034” and shown coloured Grey on the First Floor Plan of the Plans; and
- (d) 10 spaces for the parking of light buses provided under Special Condition No. (41)(a)(iv), which are for identification purpose marked “035” to “044” and shown coloured Grey on the First Floor Plan of the Plans,

including the electric vehicle charging enabling facilities (if any) and the associated installations installed or to be installed for serving such spaces exclusively;

**“RCHE”** means the residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation provided under Special Condition No. (11)(a) as part of the Government Accommodation (subject to any variation of use by the Government under Clause 14.21);

**“Recreational Facilities”** means those areas of the Development which are (for identification purpose) coloured Grey Hatched Black and Violet Hatched Black on the Plans and the recreational facilities from time to time provided under Special Condition No. (25)(a) for the residents of the Residential Units and their bona fide visitors, and the expression shall include the SSF Recreational Facilities and the HS Recreational Facilities;

**“Residential Unit”** means any PRH Unit, Senior Citizen Residential Unit or SSF Unit;

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

**“self-financing RCHE”** means the residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation provided under Special Condition No. (10)(a);

**“self-financing RCHE Accommodation”** means “the self-financing RCHE Accommodation” referred to and defined in Special Condition No. (10)(a) comprising:

- (a) the self-financing RCHE; and
- (b) the “self-financing RCHE Parking Space” referred to and defined in Special Condition No. (39)(m), which is (for identification purpose) marked “054” on the First Floor Plan of the Plans;

Provided That if the Director shall at any time approve in writing any alteration or amendment to the delineation of the self-financing RCHE Accommodation in

accordance with Special Condition No. (10)(b), the self-financing RCHE Accommodation shall include such part or parts of the Development as may be included in the altered delineation of the self-financing RCHE Accommodation as approved by the Director and shall exclude such part or parts of the Development as may be excluded from the altered delineation of the self-financing RCHE Accommodation as approved by the Director in writing;

**“Senior Citizen Residential Unit”** means a domestic unit in the Development provided under Special Condition No. (7)(b) as a senior citizen residential unit;

**“Share”** means an equal undivided share in the Land and the Development allocated in accordance with Schedule 1 or to be allocated or sub-allocated under any Sub-Deed of Mutual Covenant;

**“*[English name of Block 3]*”** means the residential block in the Development referred to as “Block 3” in the Building Plans and the Plans and intended to be known as “*[English and Chinese names of Block 3]*”, in which all SSF Units are located.

**“*[English name of Block 1]*”** means the residential block in the Development referred to as “Block 1” in the Building Plans and the Plans and intended to be known as “*[English and Chinese names of Block 1]*”, in which all PRH Units are located.

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

**“Slope and Retaining Structures”** means all slopes, slope treatment works, retaining walls and other structures within or outside the Land, if any, to be maintained by the grantee (and its successors and assigns) under the Land Grant, which are (for identification purpose) coloured Yellow on the Ground Floor Plan (Slope and Retaining Structure Plan) of the Plans;

**“Slope Maintenance Manual”** means the slope maintenance manual(s) for the Slope and Retaining Structures, prepared in accordance with the Geotechnical Guidelines;

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

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

**“Special Fund Initial Contribution”** means a sum equal to 2 months’ Monthly Management Fees payable under Clause 10.4(b) for a Unit (except the Government Accommodation) during the first Financial Year;

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

(a) those areas of the Development which are (for identification purpose) coloured

Violet, Violet Stippled Black, Violet Hatched Black and Violet Cross-Hatched Black on the Plans (the “**Coloured Violet Areas**” in this definition);

- (b) the internal finishes of the Coloured Violet Areas;
- (c) any non-structural or non-load bearing internal partition of the Coloured Violet Areas;
- (d) the inner half of any non-structural or non-load bearing elements separating any Coloured Violet Areas from any other area coloured as the HS Portion or the Development Common Areas and Facilities or any SSF Unit (or of any balcony or utility platform held with and forming part of the SSF Unit);
- (e) the façade, external walls, parapets of [*English name of Block 3*] (including the fixed glazing / blank walls and vertical architectural fins forming part of the Noise Mitigation Measures and the external finishes, signages, claddings, architectural fins and features thereon, if any);
- (f) the structural and load bearing elements of the Development which only serve or support different SSF Units and/or any Coloured Violet Areas;
- (g) the elements (whether structural or load-bearing or not) separating the Coloured Violet Areas from any other area coloured as the Government Accommodation;
- (h) any lift in the Development which is in the Coloured Violet Areas and its associate fittings, fixtures, equipment, installations, lift shaft and lift pit;
- (i) all sanitary appliances, glazing, window panes, window frames, doors, door frames, louvers and louver frames of any Coloured Violet Areas;
- (j) any water-proofing system on the top of the floor slab of any Coloured Violet Areas;
- (k) the SSF Recreational Facilities;
- (l) those part(s) of the Greenery Area inside Coloured Violet Areas;
- (m) the lift lobbies in [*English name of Block 3*] (including the Wider Common Corridors and Lift Lobbies);
- (n) the SSF Disabled Parking Space and the SSF Visitors' Parking Spaces and the electric vehicle charging enabling facilities (if any) and the associated installations installed or to be installed for serving such parking spaces exclusively;
- (o) the office accommodation for watchmen and caretakers for SSF Units;
- (p) the gondola and/or davit arm systems in the Development (including the associated building maintenance units fall arrest system (if any));

- (q) all systems, equipment, facilities, machinery, fixtures, fittings and Conduits serving exclusively any Coloured Violet Areas or any or some of the above; and
- (r) the Items, save to the extent forming part of the Development Common Areas and Facilities or the HS Portion (if any);

**“SSF Disabled Parking Space”** means one of “the Parking Spaces for the Disabled Persons” referred to and defined in Special Condition No. (39)(f)(i) designated out of the parking spaces provided under Special Condition No. (39)(c)(iii), and such parking space is (for identification purpose) marked “P218” and shown coloured Violet on the Basement 2 Floor Plan of the Plans (and for the avoidance of doubt, such parking space also serves as one of the SSF Visitors’ Parking Spaces);

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

**“SSF Recreational Facilities”** means such part of the Recreational Facilities provided for the residents of the SSF Units and their bona fide visitors, which are (for identification purpose) coloured Violet Hatched Black on the Plans

**“SSF Unit”** means a domestic unit in the Development provided under Special Condition No. (7)(c) as a subsidized sale flat unit, in respect of which the Right to Occupy belongs to the Owner of the Shares allocated to such domestic unit, including:

- (a) any balcony (including any enhanced acoustic balcony forming part of the Noise Mitigation Measures) or utility platform held with and forming part of such domestic unit, each balcony or utility platform forming part of any domestic unit is marked, for the purpose of identification, “BAL.” (in the case of a balcony) or “UTIL.” (in the case of a utility platform) on the Plans;
- (b) railings or glass balustrades enclosing a balcony or utility platform held with and forming part of such domestic unit;
- (c) all glazing, window panes, window frames, doors, door frames, louvers, louver frames and internal finishes of such a domestic unit (or of any balcony or utility platform held with and forming part of such domestic unit) (including any acoustic windows forming part of the Noise Mitigation Measures);
- (d) all sanitary appliances in such domestic unit;
- (e) the non-structural or non-load bearing internal partitions of such domestic unit (or of any balcony or utility platform held with and forming part of such domestic unit);

- (f) (i) the inner half of any non-structural or non-load bearing elements separating that domestic unit (or of any balcony or utility platform held with and forming part of the domestic unit) from any other domestic unit (or of any balcony or utility platform held with and forming part of such domestic unit);
- (ii) the inner half of any non-structural or non-load bearing elements separating that domestic unit (or of any balcony or utility platform held with and forming part of the domestic unit) from any area coloured as the SSF Common Areas and Facilities on the Plans;
- (g) water-proofing system on the floor slab of such domestic unit or the balcony or utility platform held with and forming part of such domestic unit;
- (h) the air-conditioner platform or box of such domestic unit; and
- (i) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively such domestic unit (or any balcony or utility platform held with and forming part of such domestic unit);

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

- (j) the external walls and parapets and façade of the Development unless included in paragraphs (b) and (c) of this definition;
- (k) any fixed glazing / blank walls enclosing such domestic unit and vertical architectural fins located adjacent to such domestic unit forming part of the Noise Mitigation Measures;
- (l) any Conduits located inside such domestic unit, or any balcony or utility platform held with and forming part of the domestic unit, which do not exclusively serve such domestic unit, or any balcony or utility platform held with and forming part of such domestic unit, or any part thereof; and
- (m) any structural or load bearing elements of the Development;

**“SSF Visitors’ Parking Spaces”** means the visitors’ parking spaces provided under Special Condition No. (39)(c)(iii), and such parking spaces are (for identification purpose) marked “P217” and “P218” on the Basement 2 Floor Plan of the Plans (and for the avoidance of doubt, the parking space marked “P218” also serves as the SSF Disabled Parking Space);

**“Sub-Deed of Mutual Covenant”** means any sub-deed of mutual covenant or sub-sub-deed of mutual covenant which may be entered or to be entered into by any Owner(s) after obtaining the approval of the Director in respect of any part of the Development and the Land;

**“Unit”** means a SSF Unit, the HS Portion, the Government Accommodation or any part or parts of the Development in respect of which a specific number of Shares is allocated or sub-allocated in accordance with this Deed or any Sub-Deed(s) of Mutual

Covenant and is intended for separate and exclusive use, possession and occupation by the Owner thereof (save and except the Common Areas and Facilities); and shall, where the context permits, include the Shares allocated to and the attached Right to Occupy that SSF Unit, the HS Portion, the Government Accommodation or the relevant part(s) of the Development (as the case may be);

**“W&I Maintenance Manual”** shall have the meaning given in Clause 14.11 and shall include all revisions thereto made in accordance with this Deed;

**“Wider Common Corridors and Lift Lobbies”** means the wider common corridors and lift lobbies in the Development which are (for identification purpose) coloured Violet Cross-Hatched Black on the Plans (Drawings Nos. DMC-011 and DMC-012); and

**“Works and Installations”** means the works and installations in the Development which will require regular maintenance on a recurrent basis which said works and installations in the Development are listed out in Schedule 8.

## 2. **INTERPRETATION**

In this Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include every gender;
- (c) words importing persons include firms, companies, corporations and unincorporated bodies and vice versa;
- (d) references to Clauses, Schedules and Appendices are references to the relevant clause in or schedule or appendix to this Deed;
- (e) the index and headings to the Clauses, Schedules, Appendices and paragraphs shall not affect the interpretation of this Deed;
- (f) references to a specific ordinance include any extension, modification or re-enactment of that ordinance and any delegated legislation made under it;
- (g) references to any obligation on any person not to do any act or thing include an obligation not to allow that act or thing to be done by another person;
- (h) without prejudice to any other provisions of this Deed, references to any Government bureau, department or official shall include a reference to any other Government bureau, department or official from time to time substituting the first mentioned Government bureau, department or official or performing (in whole or in part) such of the functions performed by the first mentioned Government bureau, department or official on the date of execution of this Deed as are relevant for the purpose of this Deed;

- (i) references to “**law**” include all rules of common law and equity, ordinances, subsidiary and subordinate legislation, orders, rules and regulations, any other matters having the force of law, any notice, order, demand or communication of a similar nature issued pursuant to any of the above or any order, decree, judgment, award or decision of any court or tribunal;
- (j) references to “**losses**” or “**liabilities**” include all liabilities, damage, loss, damages, costs, disbursements, expenses, claims and proceedings;
- (k) references to any Unit, Residential Unit, PRH Unit, SSF Unit, Parking Space, Loading and Unloading Space, the HS Portion, the Commercial Portion, the Public Vehicle Park, the self-financing RCHE Accommodation, the Government Accommodation, the Common Areas and Facilities, the Development Common Areas and Facilities, the SSF Common Areas and Facilities, the HS Common Areas and Facilities, the Recreational Facilities, the SSF Recreational Facilities, the HS Recreational Facilities, the Greenery Area, the Excepted and Reserved Areas, the Development and the Land are references to each and every part thereof;
- (l) references to “**management of the Land**” and “**management of the Development**” mean the control, management, maintenance and administration of the Land and the Development and include the performance of the Manager’s duties and the exercise of the powers of the Manager under this Deed and “**manage**” shall be construed accordingly;
- (m) where under this Deed the Manager has the power or right to make any decision, form any opinion or give or withhold any consent or approval, such power or right shall be exercised in its reasonable discretion;
- (n) any consent, approval or authorisation to be given by the Manager must be prior consent, approval or authorisation in writing and signed by it or on its behalf to be effective under this Deed; and
- (o) the rights of the Owner of the Government Accommodation may be exercised in accordance with this Deed by an Owner of a part of the Government Accommodation in respect of the part he owns; and
- (p) in construing this Deed, the *ejusdem generis* rule of construction shall not apply.

### 3. **RECITALS**

- 3.1 **First Owner’s title.** Immediately before the assignment to the First Assignee referred to in Clause 3.4, the First Owner was the registered owner and was in possession of the Land.
- 3.2 **The Development.** The Development consists of, *inter alia*:

- (a) Basement 2 Floor and Basement 1 Floor containing part of the Parking Spaces and part of the Public Vehicle Park;
  - (b) a podium structure from Ground Floor to Third Floor containing the Commercial Portion, the Government Accommodation, the self-financing RCHE Accommodation, the Recreational Facilities, part of the Parking Spaces, the Loading and Unloading Spaces and part of the Public Vehicle Park; and
  - (c) three residential blocks, namely:
    - (i) [*Name of Block 1*] containing PRH Units;
    - (ii) [*Name of Block 2*] containing Senior Citizen Residential Units; and
    - (iii) [*Name of Block 3*] containing SSF Units.
- 3.3 Allocation of Shares. For the purposes of sale, the Land has been notionally divided into Shares which have been allocated as provided in Schedule 1.
- 3.4 Assignment to the First Assignee. By an assignment of the same date as this Deed made between the First Owner and the First Assignee, the First Owner assigned the First Assignee's Unit to the First Assignee.
- 3.5 Purpose of Deed. The parties have agreed to enter into this Deed to define the rights and obligations of the Owners, regulate the management of the Land and apportion the Management Expenses.
- 3.6 Assignment of Common Areas Shares.
- (a) Immediately after the execution of this Deed, the First Owner shall assign to and vest in the DMC Manager as trustee for all Owners all Common Areas and Facilities designated under this Deed and all Common Areas Shares allocated thereto free of costs or consideration.
  - (b) In case any additional Common Areas and Facilities (including any HS Common Areas and Facilities) are designated by the First Owner pursuant to Clause 4.8 and/or Clause 14.15, the First Owner shall immediately after the execution of the relevant Sub-Deed of Mutual Covenant, assign and vest in the DMC Manager as trustee for all Owners all such additional Common Areas and Facilities and all additional Common Areas Shares allocated thereto free of costs or consideration.

#### **4. RIGHTS AND OBLIGATIONS OF OWNERS**

- 4.1 First Owner. The First Owner shall have the Right to Occupy the entire Land (other than the First Assignee's Unit and the Common Areas and Facilities) subject to and with the benefit of this Deed.



- 4.2 First Assignee. The First Assignee shall, subject to and with the benefit of this Deed, have the Right to Occupy the First Assignee's Unit to the exclusion of the First Owner.
- 4.3 Rights of all Owners. Each Owner shall hold his Share(s) and the attached Right to Occupy subject to and with the benefit of this Deed and the rights contained in Schedule 3. The rights of each Owner (including the First Owner) shall also be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges of FSI under this Deed and the Land Grant.
- 4.4 Owners bound by this Deed. Without prejudice to the rights of:
- (a) the First Owner in Clause 5.1 and Schedule 5; and
  - (b) the Owner of the Government Accommodation in Clause 5.2 and Schedule 6;
- each Owner shall observe and perform the covenants contained in Schedule 4.
- 4.5 Right to assign without reference to other Owners. Subject to the Land Grant and this Deed, every Owner shall have the right without reference to the other Owners or the Manager to sell, assign, charge, mortgage, lease, licence or otherwise dispose of or deal with his Shares together with the attached Right to Occupy if such transaction is expressly made subject to and with the benefit of this Deed.
- 4.6 Right to Occupy not to be dealt with separately from Shares. The Right to Occupy any Unit shall not be sold, assigned, charged, mortgaged, leased, licensed or otherwise disposed of or dealt with separately from the Shares to which it is attached other than by a lease or tenancy or a contractual licence.
- 4.7 Owner to be responsible for acts or omissions of occupiers. Subject to the rights of FSI under this Deed, each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers of the Land and their licensees against all losses incurred by it or them as the direct or indirect result of the act or omission of himself or any occupier of the Unit which he has the Right to Occupy or their respective licensees or invitees or in any way owing to the overflow of water or escape of fire, smoke or fumes or any other emission therefrom.
- 4.8 Obligations of the Owner of HS Portion.
- (a) Subject to the Land Grant and without prejudice to Clause 4.3, Paragraph (5) of Part A of Schedule 3 and Schedule 6, those areas and facilities within the HS Portion as referred to in sub-clause (c) of this Clause 4.8 shall be for the common use and benefit of the Owners, occupiers, licensees or invitees of the HS Portion (or the relevant part(s) thereof) and shall be managed and maintained by the Owner of the HS Portion at its own cost and expense until such areas and facilities have been designated as part of the HS Common Areas and Facilities in accordance with sub-clause (c) of this Clause 4.8. For the avoidance of doubt, this Clause 4.8(a) does not prejudice to the right of the First Owner under paragraph 2 of Schedule 5 to amend the Building Plans and

other plans to cause any addition or amendment to those areas and facilities within the HS Portion as referred to in sub-clause (c) of this Clause 4.8 prior to their designation as part of the HS Common Areas and Facilities.

- (b) In the event of sub-division and multi-ownership of the HS Portion (or any part(s) thereof), the Owners of the HS Portion (or the relevant part(s) thereof) shall, subject to Clause 14.15, enter into one or more Sub-Deed(s) of Mutual Covenant in respect of the HS Portion (or the relevant part(s) thereof) without the necessity of joining in or reference to, concurrence or approval of any other Owner or the Manager for the purposes of:
  - (i) designating such areas and facilities (including but not limited to those areas and facilities as referred to in sub-clause (c) of this Clause 4.8) which are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different Units in the relevant sub-divided part(s) of HS Portion as part of the HS Common Areas and Facilities;
  - (ii) allocating Shares and Management Shares to the Unit(s) in the HS Portion (or the relevant sub-divided part(s) thereof) and Shares to the HS Common Areas and Facilities Provided That the proportion of Shares allocated to the Government Accommodation shall not be affected;
  - (iii) appointing a manager of the HS Portion (or the relevant sub-divided part(s) thereof); and
  - (iv) defining more precisely the rights and obligations of the Owners of the HS Portion (or the relevant sub-divided part(s) thereof);

in each case subject to the prior approval of the Director to the terms of any such Sub-Deed of Mutual Covenant Provided That the right of FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation under Schedule 6 shall not be affected.

- (c) Without prejudice to and without limiting the generality of the power of the Director to approve the Sub-Deed(s) of Mutual Covenant, in the event of any sub-division and assignment of the HS Portion (or any part(s) thereof) as may be permitted under the Land Grant, and if required, after making or obtaining any necessary modification, variation or waiver of the relevant restriction(s) on alienation therein, the following areas and facilities provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different Units in the relevant sub-divided parts of the HS Portion shall be, subject to the rights of FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation under Clause 14.12(c) and Schedule 6 hereof, designated as part of the HS Common Areas and Facilities under the relevant Sub-Deed(s) of Mutual Covenant referred to in sub-clause (b) above:

- (i) the Covered Walkway;
- (ii) the HS Recreational Facilities,
- (iii) the Lay-by for Ambulance;
- (iv) the Commercial Disabled Parking Space and the PRH Disabled Parking Space;
- (v) those part(s) of the Greenery Area inside the HS Portion;
- (vi) the office accommodation for watchmen and caretakers and the quarters for watchmen and caretakers for PRH Units and Senior Citizen Residential Units;
- (vii) all areas for installation or use of aerial broadcast distribution or telecommunications network facilities within the HS Portion;
- (viii) the whole of the car park areas forming part of the HS Portion (including but not limited to the driveways, ramps, circulation areas and such other areas and facilities serving different parking spaces or loading and unloading spaces; but excluding those parking spaces shown and delineated on the car park layout plan approved by the Building Authority in accordance with Special Condition No. (46) and the Public Vehicle Park);
- (ix) any of the Items located within any parts of the Coloured Grey Areas (unless those parts have already formed part of the Common Areas and Facilities); and
- (x) any other areas and facilities in the HS Portion which are either:
  - (1) required to be designated as part of the common areas under the Land Grant or any undertaking letters given by the First Owner to the Building Authority or other relevant authorities; or
  - (2) provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different Units in the sub-divided part(s) of the HS Portion.

#### 4.9 Obligations of the Owners in relation to the car park areas.

- (a) For so long as all Parking Spaces are owned by the First Owner, the First Owner shall be responsible for the management and maintenance of the whole of the car park areas within the HS Portion (including but not limited to the Public Vehicle Park, the driveways, ramps, circulation areas and such other areas and facilities serving different parking spaces or loading and unloading spaces; but excluding those parking spaces or loading and unloading spaces forming part of the Development Common Areas and Facilities or the SSF Common Areas and Facilities) at its own cost and expense.

- (b) In the event that the Parking Spaces fall into multi-ownership, subject to the terms of the relevant Sub-Deed(s) of Mutual Covenant, the expenditure relating to those parts of the car park areas designated as HS Common Areas and Facilities in accordance with Clause 4.8(c) above shall be borne by different Owners in the following manner:
- (i) the Owners of SSF Units shall contribute to a proportion of such expenditure which the total gross floor area of all SSF Disabled Parking Space and SSF Visitors' Parking Spaces to the total gross floor area of all Parking Spaces, the SSF Disabled Parking Space, the SSF Visitors' Parking Spaces, the PRH Disabled Parking Space, the Commercial Disabled Parking Space, the Loading and Unloading Spaces, the Public Vehicle Park and the parking space forming part of the self-financing RCHE Accommodation; and
  - (ii) the Owners of the Parking Spaces and other parts of the HS Portion shall contribute to the remaining proportion of such expenditure in accordance with the provisions in the relevant Sub-Deed(s) of Mutual Covenant.

## **5. ADDITIONAL RIGHTS**

- 5.1 First Owner. The rights set out in Schedule 5 are excepted and reserved to the First Owner and shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein for so long as it remains the beneficial owner of any part of the Land.
- 5.2 FSI. Notwithstanding anything in this Deed, FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation shall have the additional rights set out in Schedule 6. Such rights and all other rights, easements and privileges of FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation under this Deed shall not be subject to any permission, approval, consent or concurrence of any other Owner, the Manager, the Owners' Corporation or any other person.
- 5.3 Additional rights subject to rights of FSI. Notwithstanding anything in this Deed:
- (a) the additional rights conferred under Clause 5.1 and Schedule 5 shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges of FSI under this Deed and the Land Grant;
  - (b) no Owner (including the First Owner) shall represent FSI or GPA in any dealings with the Government directly affecting the Government Accommodation, and GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected; and

- (c) no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation save and except where required by the Owner of the Government Accommodation.

## 6. POWER OF ATTORNEY

6.1 Power. Subject to Clause 5.3(b), the Owners (other than the Owner of the Government Accommodation) hereby jointly and severally and irrevocably appoint the First Owner as their agent and attorney and grant to the First Owner the power to do all things and to execute as their own act such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the First Owner's rights conferred by Clause 5.1 and Schedule 5 without the necessity of joining in or the concurrence or approval of any other Owner (unless otherwise provided in this Deed), the Manager or any other person interested in the Land and the Development.

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

"The Purchaser hereby covenants with the Vendor for itself and as agent of each of Hong Kong Housing Society (香港房屋協會) and its successors, assigns and attorneys (collectively referred to as the "**Relevant Owners**" and each is individually referred to as a "**Relevant Owner**") to the intent that this covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the "**Covenanting Purchaser**") and shall enure for the benefit of Fanling Sheung Shui Town Lot No.264 and the buildings thereon known as [*name of the Development*] (collectively, the "**Land**") and be enforceable by the Vendor and each Relevant Owner that:-

- (a) the Covenanting Purchaser will notify the Manager (as defined in a Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No. [*Memorial No. of this Deed*] (the "**Deed of Mutual Covenant**")) in writing of any change of ownership of the Property within one month from the date of the Assignment in respect thereof;
- (b) the Covenanting Purchaser hereby acknowledges and confirms the rights conferred by Clause 5.1, Clause 5.2, Schedule 5 and Schedule 6 of the Deed of Mutual Covenant (collectively, the "**Additional Rights**" and each an "**Additional Right**") and hereby covenants not to do or permit to be done anything which will affect the exercise of the Additional Rights by a person lawfully entitled to exercise them;
- (c) the Covenanting Purchaser hereby irrevocably appoints each Relevant Owner to be its agent and attorney and grants to each Relevant Owner, with full power of delegation, the full right, power and authority acting singly to do all things and to execute as its own act such deeds and to sign such documents as

may be reasonably required for or incidental to the exercise of the Additional Rights granted to the Relevant Owner. If the Relevant Owner comprises more than one person, the Covenanting Purchaser hereby appoints such persons (such appointment shall be joint and several so that each of such persons may act singly or jointly with the other(s)) as its agents and attorneys and grants to such persons, with full power of delegation, the full right, power and authority, whether acting singly or jointly with the other or any or all of the others to do all things and to execute, as the act of any of such person or the joint act of such person and the others or any or all of the others, as the case may be, such deeds and to sign such documents as may be reasonably required for or incidental to the exercise of the said rights;

- (d) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant to be observed and performed by an Owner (as defined in the Deed of Mutual Covenant);
- (e) the Covenanting Purchaser will at all times hereafter perform observe and comply with all the covenants by or on the part of the Purchaser contained in this Assignment; and
- (f) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (a), (b), (c), (d) and (e) and this covenant (f) hereinbefore contained;

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

## **7. APPOINTMENT OF MANAGER**

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

### **7.2 Termination of Manager’s Appointment by the Manager or Owners’ Committee.**

- (a) The appointment of the Manager may be terminated without compensation as follows:
  - (i) prior to the formation of the Owners’ Corporation, at any time by service of not less than 3 months’ notice in writing to the Manager by the Owners’ Committee following a resolution passed by a majority of

the votes of the Owners voting either personally or by proxy in an Owners' meeting convened under this Deed and supported by the Owners of not less than 50% of the Shares in aggregate (excluding the Common Areas Shares); or

- (ii) by the Manager serving notice in accordance with Clause 7.2(b).
- (b) No resignation of the Manager shall take effect unless he has previously given not less than 3 months' notice in writing of his intention to resign:
  - (i) by sending such a notice to the Owners' Committee; or
  - (ii) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
- (c) The notice referred to in Clause 7.2(b)(ii) may be given:
  - (i) by delivering it personally to the Owner; or
  - (ii) by sending it by post to the Owner at his last known address; or
  - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (d) If the Manager's appointment is terminated or comes to an end by whatever reason, the Owners' Committee shall by a majority resolution appoint a substitute or new Manager and the provisions contained in this Clause 7 shall apply to the substitute or new Manager (other than the provisions relating to the initial term of 2 years). Until appointment of the substitute or new Manager, the Owners' Committee shall act as the Manager.

### 7.3 Termination of Manager's appointment by Owners' Corporation

- (a) Subject to Clause 7.3(d), at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution:
  - (i) passed by a majority of the votes of the Owners voting either personally or by proxy; and
  - (ii) supported by the Owners of not less than 50% of the Shares in aggregate,terminate by notice the DMC Manager's appointment without compensation.
- (b) A resolution under Clause 7.3(a) shall have effect only if:
  - (i) the notice of termination of appointment is in writing;

- (ii) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to the DMC Manager of a sum equal to the amount of Manager's Remuneration which would have accrued to the DMC Manager during that period;
  - (iii) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
  - (iv) the notice and the copy of the resolution is given to the DMC Manager within 14 days after the date of the meeting.
- (c) The notice and the copy of the resolution referred to in Clause 7.3(b)(iv) may be given:
  - (i) by delivering them personally to the DMC Manager; or
  - (ii) by sending them by post to the DMC Manager at its last known address.
- (d) For the purposes of Clause 7.3(a):
  - (i) only the Owners of Shares who pay or who are liable to pay the Management Expenses relating to those Shares shall be entitled to vote;
  - (ii) the reference in Clause 7.3(a)(ii) to "the Owners of not less than 50% of the Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Shares in aggregate who are entitled to vote.
- (e) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Clauses 7.3(a), (b), (c) and (d) apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.
- (f) Clause 7.3(e) operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.
- (g) If a notice to terminate a Manager's appointment is given under this Clause 7.3:
  - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
  - (ii) if no such appointment is approved under Clause 7.3(g)(i) by the time the notice expires, the Owners' Corporation may appoint another



Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

- (h) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Land, and the Owners' Corporation has appointed a Manager under Clause 7.3(g)(ii), the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 7.3(g)(ii) that may otherwise render that person liable for a breach of that undertaking or agreement.
- (i) This Clause 7.3 is subject to any notice relating to the Land that may be published by the Secretary for Home and Youth Affairs (or any other Government officer replacing him) under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section.

#### 7.4 Obligations after Manager's appointment ends.

- (a) Subject to Clause 7.4(b), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Land that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, it shall within two months of the date its appointment ends:
  - (i) prepare:
    - (1) an income and expenditure account for the period beginning with the commencement of the Financial Year in which its appointment ends and ending on the date its appointment ended; and
    - (2) a balance sheet as at the date its appointment ended,and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
  - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 7.4(b)(i) and have not been delivered under Clause 7.4(a).

## **8. DUTIES AND POWERS OF MANAGER**

8.1 General Management. The Manager shall manage the Land in a proper manner in accordance with this Deed (and shall for the avoidance of doubt exercise its power under paragraph 2 of Schedule 7 to take out and update the insurance as referred to in that paragraph). Except as otherwise provided in this Deed, the Manager shall have the powers set out in Schedule 7 and the power to do anything else which it considers is necessary or expedient for the proper management of the Land.

8.2 Manager's acts and decisions binding on Owners. Subject to the provisions of the Ordinance and the rights of FSI under this Deed, the Manager shall have the authority to act for and on behalf of all Owners in accordance with the provisions of this Deed and all acts and decisions of the Manager done or arrived at in accordance with this Deed shall bind the Owners and each Owner hereby irrevocably appoints the Manager as its agent in respect of any matter concerning the Common Areas and Facilities duly authorised under this Deed and to enforce the provisions of this Deed against the other Owners.

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

- (a) any defect in or failure or malfunction of any of the Common Areas and Facilities or the Slope and Retaining Structures;
- (b) any failure, malfunction or suspension of the supply of water, gas, electricity or other utility services to, from or for the Land;
- (c) fire, flood or the overflow or leakage of water;
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft or burglary;

unless it can be shown that such liabilities were caused by an act or omission of the Manager, its employees, agents or contractors involving criminal liability, dishonesty or negligence and Provided That: (1) the Monthly Management Fee shall not cease to be payable on account thereof; and (2) no Owner shall be required to indemnify the Manager, its employees, agents or contractors from and against any action, claim, etc. arising out of any such act or omission.

8.4 Limitation of Manager's power on improvements to Common Areas and Facilities and services. Except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the Manager shall not carry out any improvements to the Common Areas and Facilities or services which involve expenditure in excess of 10% of the current Budget.

- 8.5 Works. Notwithstanding anything in this Deed, the Manager shall not be under any personal liability to carry out any works (including those relating to the Slope and Retaining Structures, which shall remain the responsibility of the Owners (save and except FSI as the Owner of the Government Accommodation)) if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from the Owners (save and except FSI as the Owner of the Government Accommodation).
- 8.6 Compliance with Land Grant. The Manager shall comply with the conditions of the Land Grant so long as he remains to be the Manager.
- 8.7 Communications among Owners. The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Land.
- 8.8 Limitation of Manager's powers vis-à-vis FSI. Notwithstanding anything in this Deed:
- (a) the exercise of the Manager's powers and performance of the Manager's duties under this Deed shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI under this Deed and the Land Grant;
  - (b) the Manager shall not represent FSI or GPA in any dealings with the Government; and
  - (c) any consent that the Owner of the Government Accommodation is required under this Deed to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.
- 8.9 Maintenance of Government Accommodation. FSI as the Owner of the Government Accommodation shall manage and maintain the Government Accommodation but not the remainder of the Development. Notwithstanding the aforesaid, upon the request of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations exclusively serving the Government Accommodation and will be reimbursed with the costs expended in carrying out such maintenance on condition that the Manager shall not carry out such maintenance until the Manager has:
- (a) submitted an estimate of the costs (together with supporting documents and any other relevant information considered necessary by the Owner of the Government Accommodation); and
  - (b) the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance works to be carried out.
- 8.10 Items.

- (a) The Manager shall properly manage and maintain the Items (save to the extent forming part of the HS Portion). The Owners (excluding the Owner of the Government Accommodation) shall indemnify and keep indemnified FSI and the Government against all liabilities, damages, expenses, claims, losses, costs, demands, charges, actions and proceedings of whatever nature arising whether directly or indirectly out of or as a consequence of the failure of the Owners (excluding the Owner of the Government Accommodation) and the Manager to maintain the Items (other than those forming part of the HS Portion).
- (b) The Owner of the HS Portion shall properly manage and maintain those parts of the Items forming part of the HS Portion and shall indemnify and keep indemnified FSI and the Government against all liabilities, damages, expenses, claims, losses, costs, demands, charges, actions and proceedings of whatever nature arising whether directly or indirectly out of or as a consequence of its failure to maintain such parts of the Items.

## 9. **MANAGER'S REMUNERATION**

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

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

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

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

where:

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

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

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

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

where:

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

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

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

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

- (a) exceeds the amount of Manager’s Remuneration calculated in accordance with Clause 9.1, the amount of the excess shall be set off against subsequent deductions to be made by the Manager until the whole excess has been set off; or
- (b) falls short of the amount of Manager’s Remuneration calculated in accordance with Clause 9.1, the Manager shall be entitled to make such deduction(s) from Monthly Management Fees collected from the Owners until the whole amount of the shortfall has been deducted.

- 9.5 Other Expenses. The Manager’s Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not cover disbursements and expenses properly incurred by the Manager in performing its services under this Deed. Without limiting the generality of the foregoing, the Manager is not required to disburse or provide from the Manager’s Remuneration the cost of providing any staff,

facilities, accountancy services or other professional supervision for the Land, such cost shall be a direct charge on the Management Funds.

## **10. MANAGEMENT EXPENSES**

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

- (a) the charges for the supply and consumption of fuel, oil, electricity, gas, water, telephone and other utility services serving the Common Areas and Facilities;
- (b) the payment of Government rent (if not apportioned) and all sums (other than the premium paid for the grant of the Land) payable under the Land Grant;
- (c) the cost of employing staff involved with the management of the Land including staff uniform, salary, bonus, over-time pay, long service pay, medical and dental scheme payments and other benefits;
- (d) legal, accounting, surveying and other professional fees properly incurred by the Manager in exercising or performing its powers and duties under this Deed;
- (e) administrative expenses of the Manager relating specifically to the Manager exercising or carrying out its powers and duties under this Deed including (without limitation) costs for administrative support charged by the head office of the Manager and other office overheads necessarily and reasonably incurred and attributable solely to the Land and the Development;
- (f) all charges, assessments, impositions and other outgoings payable by the Owners in respect of the Common Areas and Facilities;
- (g) the cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Development;
- (h) all premia for any insurance taken out by the Manager under this Deed;
- (i) all expenses incurred in relation to the Slope and Retaining Structures;
- (j) all expenses incurred in relation to the Excepted and Reserved Areas under Special Condition No. (4)(a); and
- (k) the Manager's Remuneration.

Notwithstanding anything in this Deed, for the avoidance of doubt, Management Expenses shall not include any expenses, costs and charges relating to the management and maintenance of the HS Portion or, after sub-division of the HS Portion, those part(s) of the HS Portion which have not been designated as part of the HS Common Areas and Facilities under any Sub-Deed of Mutual Covenant (which

shall be the sole responsibility of the Owner of the HS Portion) and the Government Accommodation Maintenance Expenses.

## 10.2 Budget.

- (a) In respect of each Financial Year, the Manager shall:
  - (i) prepare a draft Budget setting out the proposed expenditure during the Financial Year;
  - (ii) send a copy of the draft Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft Budget a notice inviting each Owner to send his comments on the draft Budget to the Manager within a period of 14 days from the date the draft Budget was sent to the Owners' Committee or first displayed;
  - (iv) after the end of that period, prepare a Budget specifying the total proposed expenditure during the Financial Year; and
  - (v) send a copy of the Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (b) Where, in respect of a Financial Year, the Manager has not complied with Clause 10.2(a) before the start of that Financial Year, the total amount of the Management Expenses for that year shall:
  - (i) until it has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous Financial Year; and
  - (ii) when it has so complied, be the total proposed expenditure specified in the Budget for that Financial Year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (c) Where a Budget has been sent or displayed in accordance with Clause 10.2(a)(v) and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised Budget as apply to the draft Budget and Budget by virtue of Clause 10.2(a).
- (d) Where a revised Budget is sent or displayed in accordance with Clause 10.2(c), the total amount of the Management Expenses for that Financial Year shall be the total expenditure or proposed expenditure specified in the revised Budget and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

- (e) If there is an Owners' Corporation and, within a period of one month from the date that a Budget or revised Budget for a Financial Year is sent or first displayed in accordance with Clause 10.2(a) or (c), the Owners' Corporation decides, by a resolution of the Owners, to reject the Budget or revised Budget, as the case may be, the total amount of the Management Expenses for the Financial Year shall, until another Budget or revised Budget is sent or displayed in accordance with Clause 10.2(a) or (c) and is not so rejected under this Clause 10.2(e), be deemed to be the same as the total amount of Management Expenses (if any) for the previous Financial Year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (f) If any Owner (excluding the Owner of the Government Accommodation) requests in writing the Manager to supply him with a copy of any draft Budget, Budget or revised Budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that Owner.
- (g) The Budget shall set out, in separate sections, the proposed:
  - (i) Development Management Expenses; and
  - (ii) SSF Management Expenses

Provided That upon sub-division and multi-ownership of the HS Portion (or any part(s) thereof), the Budget shall include one or more separate sections setting out the proposed Management Expenses attributable to the HS Common Areas and Facilities or for the common benefit of Owners, occupiers, licensees or invitees of different Units in the relevant part(s) of the HS Portion.

- (h) Subject to Clauses 10.2(b), (d), (e) and (i), the total amount of Management Expenses payable by the Owners during any period of 12 months adopted in accordance with this Deed as the Financial Year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with Clause 10.2(a).
- (i) For the purposes of this Clause 10.2, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.



### 10.3 Payment of Monthly Management Fees.

- (a) Each Owner of a SSF Unit (except the First Owner as the Owner of any SSF Unit) shall on the date of the completion of the purchase of his Unit from the First Owner, and the First Owner as the Owner of the HS Portion shall on the date of this Deed pay to the Manager the Advance Payment (which shall be non-refundable and non-transferable) in respect of each Unit which he has the Right to Occupy. For the avoidance of doubt, nothing in this Clause 10.3(a) shall imply that the First Owner is not liable to pay the Monthly Management Fees in respect of each Unit which he has the Right to Occupy in accordance with Clause 10.3(b) and the payments in accordance with Clause 10.11 hereunder.
- (b) Each Owner (including the First Owner but excluding the Owner of the Government Accommodation) shall in respect of each Unit which he has the Right to Occupy pay to the Manager in advance on the first day of each month (following the expiry of the period in respect of which any Advance Payment has been paid) the Monthly Management Fees and such Owner shall be personally liable to make such payments whether or not his Unit is vacant or occupied and whether it has been let or licensed or is occupied by the Owner himself.
- (c) The Monthly Management Fees payable by an Owner (excluding the Owner of the Government Accommodation) in respect of each Unit which he has the Right to Occupy shall be:

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

where:

- “**f**” is the total contribution to the Estimated Management Expenses which the Owner is required to make under Clause 10.3(d) for the Unit concerned;
  - “**g**” is the total number of months in the Financial Year; and
  - “**h**” is the total amount of increases in Monthly Management Fees under Clause 10.3(g)(iv).
- (d) The contribution of an Owner (excluding the Owner of the Government Accommodation) to the Estimated Management Expenses for each Unit which he has the Right to Occupy shall be ascertained according to the following principles and formulae:
    - (i) The Owner of a Unit (except the Government Accommodation) shall, in respect of each Unit which he has the Right to Occupy, contribute to the Estimated Development Management Expenses in the following proportion:

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

where:

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

“j” is the total number of Management Shares allocated to the HS Portion and all SSF Units.

- (ii) The Owner of a SSF Unit shall, in respect of each SSF Unit which he has the Right to Occupy, contribute to the Estimated SSF Management Expenses in the following proportion:

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

where:

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

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

- (e) If, during any period of time, the total Monthly Management Fees received by the Manager in respect of all the Units are insufficient to meet the Management Expenses actually incurred during that period the Manager shall revise the Budget for the Financial Year concerned in accordance with the relevant procedures set out in Clause 10.2. The Manager may require each Owner (except the Owner of the Government Accommodation) to make a contribution to such deficiency after the Budget has been so revised.
- (f) If, as a result of a revision of the Budget in accordance with Clause 10.2 or the approval of the Budget, the Estimated Management Expenses are increased, the Manager may require the Owners (except the Owner of the Government Accommodation) to contribute to the increase.
- (g) In ascertaining the contribution to be made by an Owner (except the Owner of the Government Accommodation) under Clause 10.3(e) or (f), the provisions of Clause 10.3(d) shall, mutatis mutandis, apply so that any part of the deficiency or increase determined by the Manager to be attributable to:
- (i) the Development Common Areas and Facilities, or expenses for the common benefit of the Owners, occupiers, licensees or invitees of different Units (whether or not the Owners, occupiers, licensees or invitees of the Government Accommodation are also benefited), or expenses not covered by Clause 10.3(g)(ii), shall be borne by the Owners (except the Owner of the Government Accommodation) in the proportion set out in Clause 10.3(d)(i); and

- (ii) the SSF Common Areas and Facilities, or expenses for the common benefit of Owners, occupiers, licensees or invitees of different SSF Units (whether or not benefiting the Owners, occupiers, licensees or invitees of the Government Accommodation as well), shall be borne by the Owners of the SSF Units in the proportion set out in Clause 10.3(d)(ii).

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

- (iii) payment in one lump sum within 14 days of notification by the Manager; or
  - (iv) by increasing the Monthly Management Fees payable by the Owner by such amount and over such period as the Manager may determine.
- (h) If there is any surplus after payment of all the Management Expenses, such surplus shall be applied towards payment of future Management Expenses in the following manner:
- (i) any part of the surplus attributable to contributions made by the Owners (except the Owner of the Government Accommodation) towards the Development Management Expenses or Estimated Development Management Expenses shall be notionally credited to all the Units (except the Government Accommodation) and be taken into account when preparing the section of future Budget(s) dealing with Development Management Expenses or used for covering Development Management Expenses or Estimated Development Management Expenses; and
  - (ii) any part of the surplus attributable to contributions made by the Owners of the SSF Units towards the SSF Management Expenses or Estimated SSF Management Expenses shall be notionally credited to all the SSF Units and be taken into account when preparing the section of future Budget(s) dealing with SSF Management Expenses or used for covering SSF Management Expenses or Estimated SSF Management Expenses.
- (i) Notwithstanding anything in this Deed:
- (i) subject to the other provisions of this Clause 10.3(i), FSI as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation but shall not be responsible for the maintenance and management of the Items or the remainder of the Development;
  - (ii) FSI as the Owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in

respect of areas, facilities, services and the Items (save and except those forming part of the HS Portion (unless the same has been designated as part of the HS Common Areas and Facilities under any Sub-Deed of Mutual Covenant)) which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupiers thereof, his servants, contractors, agents or visitors Provided That:

- (1) the liability of FSI shall:
  - (A) be as determined and approved by GPA or person nominated by the Director for this purpose;
  - (B) in any event, not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land; and
  - (C) only commence from the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier; and
- (2) FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by GPA or person nominated by the Director for this purpose;
- (iii) FSI as the Owner of the Government Accommodation shall have no liability for any contribution towards the Management Expenses or any management and maintenance charges for any other part of the Development (whether Common Areas and Facilities or Items or otherwise) or for the provision of facilities or services which do not, in the opinion of GPA or person nominated by the Director for this purpose, actually and directly serve or otherwise directly benefit the Government Accommodation;
- (iv) FSI as the Owner of the Government Accommodation shall reimburse to the Manager the capital expenditure incurred after the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier, as shall first be determined and approved in writing by GPA or person nominated by the Director for this purpose before liability for payment thereof is incurred, in respect of areas, facilities, services and the Items (save and except those forming part of the HS Portion, which shall be governed by sub-clause (i)(vi) of this Clause 10.3) which actually and directly serve or benefit the Government Accommodation or are used by the Owner or the occupiers of the Government Accommodation, or their servants, contractors, agents or visitors. In any event, the reimbursement shall not exceed the proportion of the capital expenditure which the gross

floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land;

- (v) FSI as the Owner of the Government Accommodation shall contribute towards a due proportion of the management and maintenance charges as incurred by the Owner of the HS Portion in respect of areas, facilities, services and the Items forming part of the HS Portion (save and except any part which has been designated as part of the HS Common Areas and Facilities under any Sub-Deed of Mutual Covenant) which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupiers thereof, his servants, contractors, agents or visitors Provided That:
  - (1) the liability of FSI shall:
    - (A) be as determined and approved by GPA or person nominated by the Director for this purpose;
    - (B) in any event, not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land; and
    - (C) only commence from the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier; and
  - (2) FSI shall incur no liability for payment of any management and maintenance charges unless and until the relevant supporting documents and information as may be required by FSI shall have been submitted by the Owner of the HS Portion and the amount of the management and maintenance charges shall have first been determined and approved in writing by GPA or person nominated by the Director for this purpose; and
- (vi) FSI as the Owner of the Government Accommodation shall reimburse to the Owner of the HS Portion the capital expenditure incurred after the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier, as shall first be determined and approved in writing by GPA or person nominated by the Director for this purpose before liability for payment thereof is incurred, in respect of areas, facilities, services and the Items forming part of the HS Portion (save and except any part which has been designated as part of the HS Common Areas and Facilities under any Sub-Deed of Mutual Covenant) which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupiers thereof, his servants, contractors, agents or visitors. In any event, the reimbursement shall

not exceed the proportion of the capital expenditure which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land.

- (j) No Owner may be called upon to pay more than his appropriate share of Management Expenses, having regard to the number of Management Shares allocated to the Unit and the provisions of this Deed.
- (j) If a Sub-Deed of Mutual Covenant is entered into in respect of the HS Portion (or any part(s) thereof) and a new section of Budget is established for the HS Portion in accordance with Clause 10.2(g), each Owner of the sub-divided part of the HS Portion shall contribute his due proportion of the proposed Management Expenses attributable to the HS Common Areas and Facilities in the manner to be provided in the Sub-Deed of Mutual Covenant.

#### 10.4 Special Fund.

- (a) The Manager shall establish and maintain as trustee for all Owners (except the Owner of the Government Accommodation) one Special Fund for the purpose of paragraph 4 of Schedule 7 to the Ordinance to provide for expenditure of a capital nature or of a kind not expected by it to be incurred annually including but not limited to expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of relevant investigation works and professional services and the costs and expense of preparing the revised Schedule 8 and/or the revised W&I Maintenance Manual under Clause 14.11(d) (in this Clause 10.4, the “**Non-Recurrent Expenditure**”).
- (b) Each Owner of a SSF Unit (except the First Owner as the Owner of any SSF Unit) shall on the date of completion of the purchase of his SSF Unit from the First Owner, and the First Owner as the Owner of the HS Portion shall on the date of this Deed pay to the Manager the Special Fund Initial Contribution in respect of each Unit which he has the Right to Occupy as an initial payment to the Special Fund, unless the First Owner has already paid the Special Fund Initial Contribution in respect of that Unit under Clause 10.11. Each Owner (except the Owner of the Government Accommodation) shall make further contribution to the Special Fund in accordance with sub-clause (c) of this Clause 10.4.
- (c)
  - (i) If there is an Owners’ Corporation, the Owners’ Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners (except the Owner of the Government Accommodation) in any Financial Year and the time when those contributions shall be payable.
  - (ii) If there is no Owners’ Corporation, each Owner (except the Owner of the Government Accommodation) shall pay to the Manager such amount of further periodic contribution to the Special Fund at such

time as determined by a resolution of Owners at an Owners' meeting convened under this Deed so as to maintain the Special Fund at an appropriate level.

- (d) All contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) and all other amounts required by this Deed to be credited to the Special Fund shall be non-refundable and non-transferable.
- (e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest bearing account. The title of the account shall refer to the Special Fund for the Development and all contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) and all other amounts required by this Deed to be credited to the Special Fund shall be deposited by the Manager into the account. The Manager shall use such account exclusively for the purpose referred to in Clause 10.4(a).
- (f) Without prejudice to the generality of Clause 10.4(e), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under Clause 10.4(e) or (f) in a prominent place in the Development.
- (h) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under Clause 10.4(e) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 10.4(f).
- (i) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). The Manager shall not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Land.
- (j) The Special Fund shall be notionally divided into the following parts, namely:
  - (i) **“Special Fund (SSF Units)”**; and
  - (ii) **“Special Fund (HS Portion)”**.
- (k) Contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) made by:

- (i) the Owners of the SSF Units shall be notionally credited to Special Fund (SSF Units); and
  - (ii) the Owner of the HS Portion shall be notionally credited to Special Fund (HS Portion).
- (l) Funds notionally credited to each part of the Special Fund shall be applied as follows:
- (i) Non-Recurrent Expenditure relating to the Development Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers, licensees or invitees of different SSF Units and the HS Portion (whether or not the Owners, occupiers, licensees or invitees of the Government Accommodation are also benefited) or which is not covered by Clause 10.4(l)(ii), shall only be paid out of different parts of the Special Fund as follows:
    - (1) the amount to be paid out of Special Fund (SSF Units) is:

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

where:

“A” is the total amount of such Non-Recurrent Expenditure relating to the Development Common Areas and Facilities;

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

“C” is the total number of Management Shares allocated to all SSF Units and the HS Portion; and

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

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

where:

“D” is the total amount of such Non-Recurrent Expenditure relating to the Development Common Areas and Facilities;

“E” is the number of Management Shares allocated to the HS Portion; and



**“F”** is the total number of Management Shares allocated to all SSF Units and the HS Portion.

- (ii) Non-Recurrent Expenditure relating to the SSF Common Areas and Facilities, or which is for the common benefit of Owners, occupiers, licensees or invitees of different SSF Units (whether or not the Owners, occupiers, licensees or invitees of the Government Accommodation are also benefited), shall only be paid out of Special Fund (SSF Units).
- (m) Unless otherwise specifically provided in this Deed, where any provision of this Deed requires any amount to be credited to the Special Fund, the following provisions shall apply:
  - (i) where the amount is received in relation to the SSF Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance), the amount shall be credited to Special Fund (SSF Units); and
  - (ii) where the amount is received in relation to the Development Common Areas and Facilities or the Development as a whole (including any approval or consent given in relation thereto under this Deed or the Ordinance):
    - (1) the following proportion of the amount shall be credited to the Special Fund (SSF Units):

$$\frac{M}{N}$$

where:

**“M”** is the total number of Management Shares allocated to all SSF Units; and

**“N”** is the total number of all Management Shares allocated to the HS Portion and all SSF Units; and

- (2) the following proportion of the amount shall be credited to the Special Fund (HS Portion):

$$\frac{O}{P}$$

where:

**“O”** is the total number of Management Shares allocated to the HS Portion; and

**“P”** is the total number of all Management Shares allocated to the HS Portion and all SSF Units.

10.5 Management Fees Deposits and Common Utilities Deposits.

- (a) (i) Each Owner of a SSF Unit (except the First Owner as the Owner of any SSF Unit) shall on the date of completion of the purchase of his SSF Unit from the First Owner, and the First Owner as the Owner of the HS Portion shall on the date of this Deed pay to the Manager the Management Fees Deposit in respect of each Unit which he has the Right to Occupy as security for the due payment of all Monthly Management Fees and other amounts payable by him under this Deed, unless the First Owner has already paid the Management Fees Deposit of that Unit under Clause 10.11. The Management Fees Deposit shall (subject to Clause 10.6) be non-refundable but transferrable and shall not be set off by the Owner against Monthly Management Fees or any other amounts payable by him under this Deed.
- (ii) As at the date of this Deed, the First Owner has contributed to the Common Utilities Deposits in full and it is contemplated under any sale and purchase agreement of a Unit entered into or to be entered into by a purchaser and the First Owner that the First Owner will be reimbursed a due proportion of the Common Utilities Deposits by that purchaser, such due portion of Common Utilities Deposits (which shall (subject to Clause 10.6) be non-refundable but transferrable) being in the same proportion that the number of Management Shares allocated to that Unit bears to the total number of Management Shares Provided That:
  - (1) an Owner shall not be required to contribute towards any such deposit payable in respect of any category of Common Areas and Facilities for the Estimated Management Expenses of which the Owner is not liable to make any contribution under Clause 10.3(d);
  - (2) a contribution to be made by an Owner towards any such deposit payable in respect of any category of the Common Areas and Facilities for the Estimated Management Expenses of which the Owner is liable to make a contribution under Clause 10.3(d) shall be in the same proportion that the number of Management Shares allocated to his Unit bears to the total number of Management Shares allocated to such of the Units the respective Owners of which are liable to make a contribution under Clause 10.3(d) towards the Estimated Management Expenses of that category of Common Areas and Facilities; and
  - (3) the Owner of the Government Accommodation shall not be required to make any contribution to the Common Utilities Deposits.

- (b) The Manager shall have the right to set off the Management Fees Deposit paid by an Owner against any sum of whatever nature which is payable by such Owner to the Manager under or in relation to this Deed. Notwithstanding the above, the Manager shall not be obliged to exercise the right of set-off and an Owner shall have no right to require the Manager to exercise the right of set-off, by way of mitigation of loss or otherwise, before pursuing other rights and remedies available to the Manager.
- (c) If at any time the Management Fees Deposit or the Common Utilities Deposits are disbursed in whole or in part or the amount of the Monthly Management Fees or the water, electricity, gas or other utilities deposit in respect of the Common Areas and Facilities are increased, each Owner (except the Owner of the Government Accommodation) shall on the first day of the next month following demand by the Manager pay to the Manager in addition to the Monthly Management Fees:
  - (i) in the case of the Management Fees Deposit having been disbursed, an additional sum sufficient to replace the sum so disbursed;
  - (ii) in the case of the Common Utilities Deposits having been disbursed, a due proportion (ascertained according to Clause 10.5(a)(ii)(2)) of the amount so disbursed;
  - (iii) in the case of an increase of Management Fees Deposit following an increase in the Monthly Management Fees, 3 times the amount of such increase in the Monthly Management Fees (which shall not be more than 25% of any subsequent current year's Estimated Management Expenses to be contributed in respect of the Unit concerned); or
  - (iv) in the case of an increase in any water, electricity or (if any) gas deposit in respect of the Common Areas and Facilities, a due proportion (ascertained according to Clause 10.5(a)(ii)(2)) of the increase.

#### 10.6 Owners' interest in Management Funds.

- (a) Subject to Clauses 10.6(b) and (c), upon any person ceasing to be the Owner of any Share he shall in respect of that Share cease to have any interest in the Management Funds to the intent that the Management Funds shall be held and applied for the management of the Land irrespective of changes in ownership of the Shares and the Management Fees Deposit and the due portion of Common Utilities Deposits in respect of a Unit shall be transferred into the name of the new Owner of the relevant Shares.
- (b) Upon the Land reverting to the Government, any balance of the Management Funds shall be divided between the Owners (except the Owner of the Government Accommodation) (immediately prior to such reversion in proportion to the Management Shares allocated to their respective Units) Provided That:

- (i) any surplus which is notionally credited to a particular category of Units under Clause 10.3(h) shall be divided among the then Owners of that category of Units in proportion to the Management Shares respectively allocated to the Units concerned; and
  - (ii) different parts of the Special Fund (or the balance thereof) referred to in Clauses 10.4(j)(i) and (ii) shall be divided among the then Owners of each category of Units respectively referred to in Clauses 10.4(k)(i) and (ii) in proportion to the Management Shares respectively allocated to the Units of the category concerned;
  - (iii) Management Fees Deposit and Common Utilities Deposit paid in respect of a Unit (or the balance thereof) shall be refunded to the then Owner of the Unit; and
  - (iv) subject to Clause 10.7(b), Debris Removal Charges (or the balance thereof) paid by Owners of the SSF Units shall be divided among the then Owners of the SSF Units in proportion to the Management Shares respectively allocated to the SSF Units.
- (c) In the case of an extinguishment of rights and obligations under Clause 13, a part of the balance of the Management Funds which is proportionate to the proportion borne by the Management Shares allocated to the Damaged Part (as defined in Clause 13.1) to the total number of Management Shares shall be divided between the Owners whose rights and obligations are extinguished under Clause 13 in proportion to the Management Shares allocated to their respective Units comprised in the Damaged Part Provided That the then Owner of each Unit in the Damaged Part shall be entitled to the payments which he would be entitled under Clauses 10.6(b)(i) to (iv) upon the Land reverting to the Government.

#### 10.7 Debris Removal Charge.

- (a) The Owner of a SSF Unit (except the First Owner as the Owner of any SSF Unit) shall (unless the First Owner has already paid the Debris Removal Charge of that SSF Unit under Clause 10.11), in respect of each SSF Unit which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of his SSF Unit from the First Owner the Debris Removal Charge, which shall be non-refundable and non-transferable. The Owner of a Unit other than a SSF Unit shall have no obligation to pay any Debris Removal Charge. For the avoidance of doubt, the First Owner as the Owner of the HS Portion and the Owner of any other Unit shall arrange for debris removal where necessary at his own cost.
- (b) Any monies paid as Debris Removal Charge by the Owner of a SSF Unit not used for debris collection or removal shall be paid into Special Fund (SSF Units).

#### 10.8 Manager's discretion in respect of contributions. Notwithstanding anything contained in this Deed, the Manager shall be entitled to (acting reasonably) determine

that an item of Management Expenses shall be paid by the Owner or Owners (except the Owner of the Government Accommodation) of the part or parts of the Land for which such item has been or will be incurred to the exclusion of all other Owners if the Manager is of the opinion that:

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

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

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

- (a) the Development Common Areas and Facilities, be notionally credited to all the Units (excluding the Government Accommodation) and be taken into account when preparing the section of future Budget(s) dealing with Development Management Expenses or used for covering Development Management Expenses or Estimated Development Management Expenses;
- (b) the SSF Common Areas and Facilities, be notionally credited to all the SSF Units and be taken into account when preparing the section of future Budget(s) dealing with SSF Management Expenses or used for covering SSF Management Expenses or Estimated SSF Management Expenses; or
- (c) the HS Common Areas and Facilities to be designated under such Sub-Deed(s) of Mutual Covenant, applicable only after execution of the Sub-Deed(s) of Mutual Covenant of the HS Portion (or any part(s) thereof) and subject to the provisions of the relevant Sub-Deed(s) of Mutual Covenant, be notionally credited to the HS Portion (or the relevant part(s) thereof) and be taken into account when preparing the section(s) of future Budget(s) dealing with the Management Expenses attributable to the HS Common Areas and Facilities or used for covering the Management Expenses or the Estimated Management Expenses attributable to the HS Common Areas and Facilities.

10.10 Contracts entered into by Manager.

- (a) Subject to Clauses 10.10(b) and 10.10(c), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home and Youth Affairs may specify by notice in the Gazette unless—
  - (i) the supplies, goods or services are procured by invitation to tender; and

- (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance.
- (b) Subject to Clause 10.10(c), the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the Budget or such other percentage in substitution therefor as the Secretary for Home and Youth Affairs may specify by notice in the Gazette unless—
  - (i) if there is an Owners' Corporation—
    - (1) the supplies, goods or services are procured by invitation to tender;
    - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
    - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
  - (ii) if there is no Owners' Corporation—
    - (1) the supplies, goods or services are procured by invitation to tender;
    - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
    - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Clauses 10.10(a) and (b) do not apply to any supplies, goods or services which but for this Clause 10.10(c) would be required to be procured by invitation to tender (referred to in this Clause 10.10(c) as "relevant supplies, goods or services")—
  - (i) where there is an Owners' Corporation, if—
    - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
    - (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that

supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

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

10.11 Shares held by First Owner.

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

- (i) the execution of this Deed; or
  - (ii) the date when the First Owner is in a position validly to assign such Shares (i.e. when the consent to assign or certificate of compliance has been issued);

whichever is the later, the First Owner shall, upon the expiry of the said 3-month period, pay to the Manager the Special Fund Initial Contribution, the Management Fees Deposit and (if payable) the Debris Removal Charge in respect of that SSF Unit.

- (b) The First Owner shall make payments and contributions for those expenses which are of recurrent nature for any Shares held by the First Owner and allocated to any Unit in a part of the Development the construction of which has been completed but remains unsold.

10.12 Interest and Collection Charge on late payment.

- (a) If any Owner (except the Owner of the Government Accommodation) fails to pay the Manager any amount payable under this Deed within 30 days of demand, he shall pay to the Manager:
  - (i) interest at 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears from and including the due date to and including the date of payment; and
  - (ii) a collection charge not exceeding 10% of the amount due to cover the cost (in addition to legal costs (on a solicitor and own client basis) of

proceedings involved in recovering them) of the extra work occasioned by the default.

- (b) (i) All monies paid to the Manager by way of interest and collection charges by the Owner of any SSF Unit shall be credited to the Special Fund (SSF Units).
- (ii) All monies paid to the Manager by way of interest and collection charges by the Owner of the HS Portion shall be credited to the Special Fund (HS Portion).

#### 10.13 Civil action taken by Manager.

- (a) All amounts which are due and payable by any Owner (except the Owner of the Government Accommodation) under this Deed (including amounts payable to the Manager under an indemnity contained in this Deed) together with interest and the collection charges as provided in Clause 10.12, all damages for any breach of this Deed and all legal costs (on a solicitor and own client basis) and other expenses (on a full indemnity basis) incurred in recovering or attempting to recover the same (whether by legal proceedings or otherwise) shall be recoverable by civil action at the suit of the Manager in its own name and/or as agent for the Owners.
- (b) In any action taken in accordance with Clause 10.13(a), the Manager is hereby authorised to act as the agent for and on behalf of the Owners (except the Owner of the Government Accommodation) and no Owner (except the Owner of the Government Accommodation) sued under this Deed shall be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue for or to recover such amounts as are due.

#### 10.14 Registration of Charge against Shares of defaulting Owner.

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



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

10.16 Keeping of accounts.

- (a) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years. The Manager shall keep separate management accounts for:
  - (i) the Development Common Areas and Facilities and the Development Management Expenses; and
  - (ii) the SSF Common Areas and Facilities and the SSF Management Expenses

Provided That upon sub-division and multi-ownership of the HS Portion (or any part(s) thereof), the Manager shall keep one or more separate management accounts for the HS Common Areas and Facilities and the Management Expenses attributable thereto or for the common benefit of Owners, occupiers, licensees or invitees of different Units in the relevant part(s) of the HS Portion.

- (b) Within one month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Within 2 months after the end of each Financial Year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (d) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.
- (e) Prior to the formation of the Owners' Corporation, if the Owners at an Owners' meeting convened under this Deed decide that any income and expenditure account and balance sheet for a Financial Year should be audited by an independent auditor of their choice, the Manager shall without delay arrange for such an audit to be carried out by that auditor.

- (f) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and:
  - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
  - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

10.17 Manager to open and maintain bank account.

- (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Land.
- (b) Without prejudice to the generality of Clause 10.17(a), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the management of the Land.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Clause 10.17(a) or Clause 10.17(b) in a prominent place in the Development.
- (d) Subject to Clauses 10.17 (e) and (f), the Manager shall without delay pay all money received by it in respect of the management of the Land into the account opened and maintained under Clause 10.17(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 10.17(b).
- (e) Subject to Clause 10.17(f), the Manager may, out of money received by it in respect of the management of the Land, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under Clause 10.17(e) or the payment of that amount into a current account in accordance with Clause 10.17(e) and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).

- (g) Any reference in this Clause 10.17 to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Land.

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

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

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

- (a) Management Fees Deposits;
- (b) Special Fund except for the reimbursement of capital expenditure referred to in Clause 10.3(i)(iv) and (vi);
- (c) insurance premium;
- (d) Debris Removal Charge;
- (e) interest and penalty charges on late or default payment of management and maintenance charges;
- (f) Decoration Deposit;
- (g) Common Utilities Deposits;

or payment of a like nature.

## **11. OWNERS' MEETINGS**

### **11.1 First and Subsequent Meetings.**

- (a) From time to time when circumstances require, there shall be meetings of the Owners convened under this Deed to discuss and decide matters concerning the Land.
- (b) The first meeting of the Owners shall be convened by the Manager as soon as possible but not later than 9 months after the date of this Deed, to elect members of the Owners' Committee to be elected under Clause 12.1(a) and the chairman of the Owners' Committee to form the Owners' Committee or to appoint a management committee for the purpose of forming an Owners'

Corporation under the Ordinance. The Manager shall convene further and subsequent meetings of the Owners if required.

- (c) Until the incorporation of an Owners' Corporation, a meeting of the Owners shall be convened within a reasonable period of time after the expiry of a period of 24 months from:

- (i) the conclusion of the first meeting of the Owners convened under Clause 11.1(b); or
- (ii) the last meeting of the Owners convened under this Clause 11.1(c),

for the purpose of electing members of the Owners' Committee to be elected under Clause 12.1(a). The Manager must convene such meetings.

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

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

11.3 Notice. The person convening the meeting of Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. The notice of meeting referred to in this Clause 11.3 shall specify—

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

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

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

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

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

Provided That if a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place.

- 11.6 Chairman. An Owners' meeting shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 11.2(b) or (c), the person convening the meeting.
- 11.7 Record. The chairman shall cause a record to be kept of the persons present at the Owners' meeting and the proceedings thereof.
- 11.8 Voting. At an Owners' meeting:
- (a) an Owner shall have one vote in respect of each Share he owns;
  - (b) an Owner may cast a vote personally or by proxy;
  - (c) where 2 or more persons are the co-owners of a Share, the vote in respect of the Share may be cast:
    - (i) by a proxy jointly appointed by the co-owners;
    - (ii) by a person appointed by the co-owners from amongst themselves; or
    - (iii) if no appointment is made under Clause 11.8(c)(i) or (ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners;
  - (d) where 2 or more persons are the co-owners of a Share and more than one of the co-owners seeks to cast a vote in respect of the Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Share in the register kept at the Land Registry shall be treated as valid;
  - (e) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote; and
  - (f) in regard to the removal of the chairman of the meeting, votes shall be cast by balloting supervised by the Manager.

11.9 Proxies.

- (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and:
  - (i) shall be signed by the Owner; or
  - (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (b) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 11.2(b) or (c), the person convening the meeting at least 48 hours before the time for the holding of the Owners' meeting.
- (c) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

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

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

- (a) the notice convening the meeting shall have been duly given in accordance with Clause 11.3 and shall have specified the intention to propose a resolution concerning such matters;
- (b) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (c) no resolution shall be valid to the extent that it purports to alter the provisions of or is otherwise contrary to this Deed;
- (d) subject to the provisions of this Deed, a resolution may be passed as to the manner in which the powers and duties hereby conferred on the Manager are to be exercised or carried out;
- (e) no resolution shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof; and
- (f) any resolution on matters or issues which, in the reasonable opinion of the First Owner (in its capacity as the Owner of the HS Portion), may adversely affect the use, operation or maintenance of the HS Portion or any part thereof shall be subject to the agreement of the First Owner.

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

## **12. OWNERS' COMMITTEE**

### **12.1 Election & meetings.**

- (a) There shall be established and maintained an Owners' Committee of the Land consisting of a chairman, a secretary and up to 5 other members of the Owners' Committee (to the intent that there shall be up to 7 members of the Owners' Committee in total) Provided That:
  - (i) the Owners of the SSF Units are entitled to elect up to 3 members of the Owners' Committee;
  - (ii) the Owner(s) of the HS Portion is entitled to appoint or elect up to 4 members of the Owners' Committee.
- (b) The Owners' Committee shall meet when circumstances require and, in any event, not less than 2 times a year. A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- (c) The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee.
- (d) The notice of meeting referred to in Clause 12.1(c) shall specify:
  - (i) the date, time and place of the meeting; and
  - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (e) The notice of meeting referred to in Clause 12.1(c) may be given:
  - (i) by delivering it personally to the member of the Owners' Committee;  
or
  - (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
  - (iii) by leaving it at the member's Unit or depositing it in the letter box for that Unit.
- (f) No business shall be transacted at a meeting of the Owners' Committee unless a quorum is present when the meeting proceeds to business and the quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such

members, whichever is the greater Provided That where the HS Portion is owned by one single Owner, the quorum at a meeting of the Owners' Committee shall consist of at least one member of the Owners' Committee appointed by the Owner of the HS Portion.

- (g) A meeting of the Owners' Committee shall be presided over by:
  - (i) the chairman; or
  - (ii) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.
- (h) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

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

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

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

12.4 Membership.

- (a) A member of the Owners' Committee elected under Clause 12.1(a)(i) to serve on the Owners' Committee shall hold office until new members of the Owners' Committee elected in the next meeting held under Clause 11.1(c) take office unless:
  - (i) he resigns by notice in writing to the Owners' Committee;
  - (ii) he ceases to be eligible for election as an Owners' Committee member under Clause 12.5(a);
  - (iii) he is removed from office by a resolution passed at an extraordinary general meeting convened under Clause 12.6(a)(i);
  - (iv) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
  - (v) he becomes incapacitated by death or physical or mental illness.



A member of the Owners' Committee elected under Clause 12.1(a)(i) in respect of whom an event mentioned in Clauses 12.4(a)(i) to (v) has occurred shall cease to hold office upon the occurrence of such event.

- (b) A member of the Owners' Committee appointed under Clause 12.1(a)(ii) to serve on the Owners' Committee shall cease to be a member of the Owners' Committee if:
  - (i) any of the circumstances mentioned in Clause 12.4(a)(i), (iv) or (v) has occurred, mutatis mutandis, in relation to him; or
  - (ii) the Owner(s) of the HS Portion terminates his appointment under Clause 12.12(a)(ii) or (after execution of a Sub-Deed of Mutual Covenant in respect of the HS Portion) under the provisions of such Sub-Deed of Mutual Covenant.

#### 12.5 Eligibility for election.

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

#### 12.6 Removal of Committee members.

- (a) An extraordinary meeting of the Owners of the SSF Units may be convened for:
  - (i) removing from office any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(i); and/or
  - (ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(i) who has:

- (1) ceased to be such member under Clause 12.4(a); or
  - (2) been removed as provided in Clause 12.6(a)(i) above.
- (b) The following shall apply to a meeting referred to in Clause 12.6(a):
  - (i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Shares allocated to the SSF Units.
  - (ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the SSF Units. For the purpose of this Clause 12.6(b)(ii), the reference to “10% of the Owners of the SSF Units” shall be construed as a reference to 10% of the number of persons who are Owners of the SSF Units without regard to their ownership of any particular percentage of the total number of Shares allocated to the SSF Units and not be construed as the Owners of 10% of the Shares allocated to all SSF Units. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. Notwithstanding the above, if all SSF Units are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.
  - (iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.
  - (iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the SSF Units present in person or by proxy and voting Provided That if all SSF Units are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.
  - (v) Subject to Clauses 12.6(b)(i) to (iv), the provisions of Clause 11 shall apply, mutatis mutandis, to such a meeting.
- (c) If no meeting referred to in Clause 12.6(a) has been convened or no Owner of SSF Unit is elected to fill the vacancy at such meeting, the remaining members of the Owners’ Committee elected by the Owners of SSF Units under Clause 12.1(a)(i) may appoint an Owner of SSF Unit to fill the vacancy till the next meeting of the Owners convened under Clause 11.1(c).

## 12.7 Election of the Chairman.

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

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

#### 12.8 Resolutions.

- (a) Resolutions of the Owners' Committee shall be passed by a simple majority by show of hands.
- (b) At a meeting of the Owners' Committee, each member present shall have one vote on a question before the Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- (c) No resolution purported to be passed at any meeting of the Owners' Committee concerning any matter not mentioned in the notice of meeting shall be valid.
- (d) No resolution of the Owners' Committee shall be valid to the extent that it purports to alter the provision of or is otherwise contrary to or inconsistent with this Deed.
- (e) No resolution shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.
- (f) Any resolution on matters or issues which, in the reasonable opinion of the First Owner (in its capacity as the Owner of the HS Portion) may adversely affect the use, operation or maintenance of the HS Portion or any part thereof shall be subject to the agreement of the First Owner.

#### 12.9 Records and Minutes.

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

#### 12.10 Contracts entered into by the Owners' Committee. Subject to provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods, or services by the Owners' Committee that involves an amount in excess of or likely to be in excess of \$200,000 (or such other sum as the Secretary for Home and Youth Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the

Budget or revised Budget of the Financial Year concerned (or such other percentage as the Secretary for Home and Youth Affairs may specify by notice in the Gazette), whichever is lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Ordinance shall apply to the Owners' Committee with any appropriate variations.

12.11 The right of the Owner of the Government Accommodation to attend meetings. The Owner of the Government Accommodation shall have the right to attend the meetings of the Owners' Committee and all notices, agendas and minutes of the meetings of the Owners' Committee shall be sent to FSI free of charge in the manner provided in Clause 14.6(e).

12.12 Appointment of Owners' Committee members.

- (a) Where the HS Portion is owned by one single Owner,
  - (i) the Owner of the HS Portion may appoint 4 members of the Owners' Committee which he is entitled to appoint under Clause 12.1(a)(ii) by notice in writing to the Manager and the Owners' Committee (when established) and shall notify the Manager and the Owners' Committee (when established) the name and such other personal particulars of the members appointed by him as the Manager may require; and
  - (ii) the appointment of a member of the Owners' Committee appointed by the Owner of the HS Portion under Clause 12.1(a)(ii) may be terminated by the Owner of the HS Portion by notice in writing to the Manager and the Owners' Committee (when established), and the Owner of the HS Portion shall be entitled to appoint a new member to fill the vacancy by notice in writing to the Manager and the Owners' Committee (when established) and shall notify the Manager and the Owners' Committee (when established) the name and such other personal particulars of the new member appointed by him as the Manager may require.
- (b) If a Sub-Deed of Mutual Covenant has been entered into in respect of the HS Portion, the member(s) of the Owners' Committee to be appointed under Clause 12.1(a)(ii) shall be appointed or elected in the manner provided in the Sub-Deed of Mutual Covenant Provided That Sub-Deed of Mutual Covenant shall also govern matters relating to the eligibility for appointment or election, removal and replacement of such a member.

### 13. EXTINGUISHMENT OF RIGHTS

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

meeting of the Affected Owners of the Damaged Part. At such meeting the Affected Owners may resolve:

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

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

- (a) the meeting shall be convened by at least 14 days' notice in writing posted on the public notice boards of the Development (if existing but if not then posted on an appropriate part of the site of the Development and published in an English and a Chinese language newspaper circulating in Hong Kong) specifying the time and place of the meeting;
- (b) no business shall be transacted unless a quorum is present when the meeting proceeds to business and the Affected Owners of not less than 75% of the Relevant Shares present in person or by proxy shall be a quorum;
- (c) if within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to the same time and day in the next week at the same place;
- (d) the meeting shall be presided over by an Owner or such other person appointed as chairman for that meeting;
- (e) the chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) at the meeting:
  - (i) an Affected Owner shall have one vote in respect of each Relevant Share he owns;
  - (ii) an Affected Owner may cast a vote personally or by proxy;

- (iii) where 2 or more persons are the co-owners of a Relevant Share, the vote in respect of the Relevant Share may be cast:
  - (1) by a proxy jointly appointed by the co-owners;
  - (2) by a person appointed by the co-owners from amongst themselves; or
  - (3) if no appointment is made under Clause 13.2(f)(iii)(1) or (2), either by one of the co-owners personally or by a proxy appointed by one of the co-owners;
- (iv) where 2 or more persons are the co-owners of a Relevant Share and more than one of the co-owners seeks to cast a vote in respect of the Relevant Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Relevant Share in the register kept at the Land Registry shall be treated as valid; and
- (v) if there is an equality of votes the person presiding over the meeting shall not have any second or casting vote;
- (g) votes may be given either personally or by proxy;
- (h) the instrument appointing a proxy shall be deposited with the chairman of the meeting at the meeting;
- (i) a resolution passed by not less than 75% of the votes of the Affected Owners present in person or by proxy at a meeting duly convened under this Clause 13.2 shall bind all the Affected Owners Provided That:
  - (i) the notice convening the meeting specified the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid; and
  - (iii) no resolution shall be valid if it is contrary to this Deed; and
- (j) the Manager shall have the right to attend the meeting.

## **14. MISCELLANEOUS PROVISIONS**

- 14.1 Owners to notify Manager when ceasing to be Owner. Each Owner shall notify the Manager when it ceases to be the Owner of any Share and notify the Manager of the name and address of the new Owner. Each Owner shall remain liable for all sums due and payable under this Deed and for the compliance with this Deed up to the date on which such notice is received by the Manager but without prejudice to the liability of the new Owner under this Deed.

14.2 Common Areas Shares held by Manager.

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

14.3 No conflict with Land Grant. Nothing in this Deed shall conflict with or be in breach of the conditions in the Land Grant. If any provision contained in this Deed conflicts with the Land Grant, the Land Grant shall prevail.

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

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

14.6 Service of Notice.

- (a) (i) Subject as otherwise provided in this Deed, all notices or demands to be served under this Deed shall be in writing.

- (ii) Subject as otherwise provided in this Deed, all notices or demands to be served under this Deed shall be sufficiently served if addressed to the party to whom the notices or demands are served and sent by prepaid post to or left at the Unit or the letter box of the Unit of the party to be served notwithstanding that such party shall not personally occupy such Unit.
- (b) Where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if the mortgagee is a company, at its registered office or last known place of business in Hong Kong and, if he is an individual, at his last known residence.
- (c) All notices required to be given to the Manager shall be sufficiently served if addressed to the Manager and sent by pre-paid post or left at the registered office of the Manager.
- (d) Any Owner who does not occupy the Unit to which his Shares relate must provide the Manager with an address within Hong Kong for service of notices under this Deed and after that address has been provided to the Manager Clause 14.6(a)(ii) shall not apply to such an Owner and all notices or demands to be served under this Deed shall be sufficiently served if addressed to that Owner and sent by prepaid post to or left at that address.
- (e) Notwithstanding anything in this Deed, all accounts, reports, Budgets, notices, documents, demands, information and plans to be served on or provided to FSI shall be provided free of charge and sent by prepaid post or delivered by hand to the Government Property Administrator, Government Property Agency, 9<sup>th</sup> Floor, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong, or such other person and address as nominated by FSI in writing.

#### 14.7 Co-Owners and Owners of Sub-divided Units.

- (a) Co-owners of any Share, whether holding as joint tenants, tenants-in-common or otherwise, shall be jointly and severally liable to the Manager and other Owners for the performance of all obligations under this Deed which are to be performed by the Owner of the Share.
- (b) Where:
  - (i) a Unit has been sub-divided into different parts;
  - (ii) Shares and Management Shares allocated to that Unit have been sub-allocated among those parts; and
  - (iii) the Owner of the Shares sub-allocated to any such part has the exclusive right and privilege, vis-à-vis the Owners of other Shares allocated to the Unit, to hold, use, occupy and enjoy that part,



the Owner of the sub-allocated Shares shall be:

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

For the purpose of this Clause 14.7(b), “**Due Proportion**” means the proportion borne by the Management Shares sub-allocated to the part of the Unit concerned to the total number of Management Shares allocated to that Unit under this Deed.

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

14.9 Items available for inspection and photocopying.

- (a) The First Owner shall at its own cost make a direct translation in Chinese of this Deed and shall deposit the same and a copy of this Deed within one month after the date of this Deed in the management office of the Development. In any dispute between the Chinese translation and the English document, the English version of this Deed (which is the version approved by the Director) shall prevail.
- (b) The Manager shall keep copies of the Plans in the management office of the Development.
- (c) The First Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (in both English and Chinese versions) in the management office of the Development.
- (d) After the depositing of any item referred to in the foregoing of this Clause 14.9, all Owners may inspect that item at the management office of the Development during normal office hours free of costs and charges. A photocopy of that item shall be provided by the Manager to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.

14.10 The Ordinance, Owners' Incorporation, etc..

- (a) Nothing in this Deed shall prejudice the operation of or contradict, overrule or fail to comply with the provisions of the Ordinance and the schedules thereto.
- (b) During the existence of an Owners' Corporation:
  - (i) general meetings of the Owners' Corporation convened under the Ordinance shall take the place of the Owners' meetings convened under this Deed; and
  - (ii) where a management committee of the Owners' Corporation is or has been appointed, the management committee of the Owners' Corporation shall take the place of the Owners' Committee under this Deed.

14.11 Works and Installations.

- (a) The First Owner shall at its own expense compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations (the "**W&I Maintenance Manual**") which shall set out the following details:
  - (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
  - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
  - (iii) recommended maintenance strategy and procedures for the Works and Installations;
  - (iv) a list of items of the Works and Installations requiring routine maintenance and:
    - (1) the recommended frequency of routine maintenance inspection; and
    - (2) checklist and typical inspection record sheets for routine maintenance inspection;of such Works and Installations; and
  - (v) recommended maintenance cycle of the Works and Installations.
- (b) The First Owner shall deposit a full copy of the W&I Maintenance Manual at the management office of the Development within one month after the date of

this Deed.

- (c) All Owners may inspect such deposited W&I Maintenance Manual at the management office of the Development during normal office hours free of charge. A copy of the W&I Maintenance Manual shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. All such charges shall be credited to the Special Fund.
- (d) After the W&I Maintenance Manual has been deposited in accordance with Clause 14.11(b), the Owners may by a resolution at an Owners' meeting convened under this Deed decide on revisions to be made to, as may be necessary (e.g. the addition of works and installations in the Development, the updating of maintenance strategies in step with changing requirements, etc), Schedule 8 and/or the W&I Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant (as may be prescribed by a resolution at an Owners' meeting convened under this Deed) the revised Schedule 8 and/or the revised W&I Maintenance Manual (within such time as may be prescribed by a resolution at an Owners' meeting convened under this Deed). All costs incidental to the preparation of the revised Schedule 8 and/or the revised W&I Maintenance Manual shall, subject to Clause 10.4(i), be paid out of the Special Fund.
- (e) The Manager shall deposit the revised W&I Maintenance Manual at the management office of the Development within one month after the date of its preparation. Clauses 14.11(c) and (d) shall apply (mutatis mutandis) to the revised W&I Maintenance Manual.
- (f) The Manager shall use all reasonable endeavour to register the revised Schedule 8 at the Land Registry as soon as practicable after its approval by a resolution at an Owners' meeting convened under this Deed.

#### 14.12 Green and innovative features and other features.

- (a) The Greenery Area shall not be used for any other purpose without the prior consent of the Building Authority.
- (b) The Covered Walkway shall not be used for any purpose other than for allowing the passage of pedestrian traffic.
- (c) The Lay-by for Ambulance shall at all times be for the shared use of the occupiers of the self-financing RCHE and the RCHE and their bona fide guests, visitors or invitee pursuant to Special Condition No. (39)(o)(ii).

#### 14.13 Fire Safety Management Plan.

- (a) Each Owner (excluding the Owner of the Government Accommodation) and the Manager shall observe and comply with the Fire Safety Management Plan, a copy of which may be obtained in accordance with Clause 14.13(d).
- (b) Each Owner (excluding the Owner of the Government Accommodation) shall:

- (i) not remove or obstruct any smoke detector provided inside any Open Kitchen Unit (as defined in sub-clause (e) below) and at the common lobby outside different Units;
  - (ii) not remove or obstruct any sprinkler head provided at the ceiling immediately above the open kitchen in any Open Kitchen Unit;
  - (iii) not to remove the full height wall having a fire resistance rating (FRR) of not less than -/30/30 adjacent to the flat exit door of any Open Kitchen Unit; and
  - (iv) allow the fire service installations mentioned in (i) and (ii) above to be subject to annual or other checking, maintenance, testing and commissioning conducted by the Manager's registered fire service installation contractor, and shall allow access to his Open Kitchen Unit to the Manager and the aforesaid contractor for the purpose of carrying out the aforesaid checking, maintenance, testing and commissioning, such checking, maintenance, testing and commissioning shall be at the cost of the Owner concerned.
- (c) The Manager shall:
- (i) assist the Owners of those SSF Units being Open Kitchen Units and the occupiers of those PRH Units and Senior Citizen Residential Units being Open Kitchen Units to carry out the checking, maintenance, testing and commissioning referred to in Clause 14.13(b)(iv) and submit the maintenance certificate to the Fire Services Department at the cost of the Owner concerned; and
  - (ii) conduct and carry out staff training and fire drills in accordance with the Fire Safety Management Plan.
- (d) The Manager shall deposit a copy of the Fire Safety Management Plan in the management office of the Development within one month from the date of this Deed. All Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copy of the Fire Safety Management Plan deposited shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.
- (e) For the purpose of this Clause 14.13, "**Open Kitchen Unit**" means a Residential Unit which contains an open kitchen (each Residential Unit containing an open kitchen will have that open kitchen marked "OPEN KIT." on the Plans).

#### 14.14 Residential Care Homes.

- (a) Notwithstanding anything in this Deed, no provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of the self-financing RCHE, the RCHE or residential care home for Persons With Disabilities as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, any regulations made thereunder and any amending or replacing legislation (“**RCHD**”) or the use of the Land or any part thereof or any part of the Development for the purpose of the self-financing RCHE, the RCHE or RCHD.
  - (b) The self-financing RCHE shall not be used for any purpose other than as a residential care home or such other purposes as may be permitted by the Land Grant.
- 14.15 Additional Common Areas and Facilities. No Owner (including the First Owner) shall have the right to convert or designate any of his own Unit (or part thereof) as Common Areas and Facilities unless the approval by a resolution of Owners at an Owners’ meeting convened under this Deed has been obtained Provided That the said approval is not required for designation of HS Common Areas and Facilities by the First Owner upon execution of a Sub-Deed of Mutual Covenant in respect of the HS Portion (or any part thereof) and Provided Always That the right to designate any part of the Development to be Development Common Areas and Facilities or other type of Common Areas and Facilities shall not affect the proper use and enjoyment of the Government Accommodation. No Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate such Common Areas and Facilities converted or designated from a Unit (or part thereof) as aforesaid to his or its own use or benefit.
- 14.16 Exemption for FSI regarding nominated contractors and fitting out. FSI as the Owner of the Government Accommodation shall be exempted from requirements (if any) under this Deed to use maintenance or services contractors nominated by the First Owner, other Owners, the Manager or any other person and from Development Rules regulating fitting out works (if any).
- 14.17 Provision of plans of Common Areas and Facilities to FSI. The Manager shall provide to the Owner of the Government Accommodation free of charge a copy of plans showing the areas comprised in the Common Areas and Facilities and any amendment to the plans from time to time.
- 14.18 Master Layout Plans. Any amendment to the master layout plans, if any, shall not affect the Government Accommodation.
- 14.19 Slope Maintenance Manual. The First Owner shall deposit a full copy of the Slope Maintenance Manual (if any) in the management office of the Development within one month after the date of this Deed. After the depositing of the Slope Maintenance Manual (if any), all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the Slope Maintenance Manual shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.

- 14.20 NIA Report. The First Owner shall deposit a full copy of the NIA Report in the management office of the Development within one month after the date of this Deed. After the depositing of the NIA Report, all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the NIA Report shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.
- 14.21 Provision of accounts, etc. to FSI. As may be requested in writing by GPA, the Manager shall provide FSI free of charge with quarterly accounts, audited reports and Budgets to justify the expenses incurred or estimated.
- 14.22 Government's or FSI's right to vary use of the Government Accommodation. Notwithstanding anything in this Deed and subject to Special Condition No. (11)(b), the Government or FSI shall have the right to alter or vary at its absolute discretion at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the First Owner, the other Owners or the Manager.
- 14.23 Temporary noise abatement and dust protection measures. Where after the entering into of this Deed the construction of any part of the Development by the First Owner remains uncompleted, the First Owner shall, during the construction of that part, provide, at its own expense, such necessary temporary noise abatement and dust protection measures within the Development in relation to the Units of other parts of the Development as may be required by the Building Authority so as to minimize inconvenience and disturbance caused to the other Owners of Units of other parts of the Development from the continuing building works of any other parts of the Development on the Land.
- 14.24 House rules of HS Portion. Notwithstanding anything in this Deed, the First Owner as the Owner of the HS Portion or any part thereof (which term shall, for the purpose of this Clause, exclude its assigns) shall have the right to make, revoke and amend any house rules regulating:
- (a) the use, occupation, security, maintenance, fitting-out, decoration, renovation and environmental control of the HS Portion or any part thereof;
  - (b) the conduct of persons occupying, visiting or using the HS Portion or any part thereof and the conditions of such occupation, visit or use, including the payment of charges;
  - (c) matters pertaining to the protection of the HS Portion or any part thereof; and
  - (d) other matters pertinent to the beneficial management of the HS Portion or any part thereof

without consulting or obtaining the approval of the Owners' Committee (if any) or any other Owner, Provided That such house rules shall not be inconsistent with or contravene this Deed (and in case of such inconsistency, this Deed shall prevail), the Ordinance or the Land Grant or adversely affect or interfere with the use, operation

and enjoyment of the Government Accommodation.

- 14.25 HS Recreational Facilities. The HS Recreational Facilities may only be used as recreational facilities and facilities ancillary thereto by the residents of the PRH Units and the Senior Citizen Residential Units and their bona fide visitors.

## **SCHEDULE 1**

### **Allocation of Shares**

#### **Part 1 General Allocation of Shares**

	<b><u>No. of Shares</u></b>
<b>SSF Units</b>	27,637
<b>HS Portion</b>	70,877
<b>Government Accommodation</b>	
(a) RCHE	2,280
(b) RCHE Parking Space	19
<b>Common Areas and Facilities*</b>	1,000
- Development Common Areas and Facilities	
- SSF Common Areas and Facilities	
<b>Total no. of Shares :</b>	<b><u>101,813</u></b>

Note: Allocation of Shares among the SSF Units is shown in Part 2.

- \* For the purpose of allocation of Shares, any common areas and facilities to be designated in any Sub-Deed(s) of Mutual Covenant are excluded. Additional Shares shall be allocated to such common areas and facilities under the relevant Sub-Deed(s) of Mutual Covenant.



**Part 2**  
**Allocation of Shares among the SSF Units**

**[English name of Block 3]**

<b>Floor</b>	<b>Unit</b>	<b>No. of Shares for each SSF Unit</b>
4 <sup>th</sup> Floor to 32 <sup>nd</sup> Floor (29 storeys)	A-1	40
	A-2	26
	A-3	38
	A-4	28
	A-5	28
	A-6	41
	A-7	41
	A-8	42
	A-9	42
	B-1	28
	B-2	43
	B-3	42
	B-4	39
	B-5	42
	B-6	40
	C-1	40
	C-2	41
	C-3	43
	C-4	59
	C-5	56
	C-6	29
	C-7	43
	C-8	41
	C-9	41
<b>Sub-total for each storey of SSF Units:</b>		<b>953</b>
<b>Sub-total for all SSF Units:</b>		<b>27,637</b>

## **SCHEDULE 2**

### **Management Shares**

#### **Part 1 General Allocation of Management Shares**

	<b><u>No. of Management Shares</u></b>
<b>SSF Units</b>	27,637
<b>HS Portion</b>	70,877
<b>Government Accommodation</b>	
(a) RCHE	0
(b) RCHE Parking Space	0
<b>Common Areas and Facilities</b>	0
	<hr/>
<b>Total no. of Management Shares :</b>	<b><u>98,514</u></b>

Note: Allocation of Management Shares among the SSF Units is shown in Part 2.

**Part 2**  
**Allocation of Management Shares among the SSF Units**

**[English name of Block 3]**

<b>Floor</b>	<b>Unit</b>	<b>No. of Management Shares for each SSF Unit</b>
4 <sup>th</sup> Floor to 32 <sup>nd</sup> Floor (29 storeys)	A-1	40
	A-2	26
	A-3	38
	A-4	28
	A-5	28
	A-6	41
	A-7	41
	A-8	42
	A-9	42
	B-1	28
	B-2	43
	B-3	42
	B-4	39
	B-5	42
	B-6	40
	C-1	40
	C-2	41
	C-3	43
	C-4	59
	C-5	56
	C-6	29
	C-7	43
	C-8	41
	C-9	41
<b>Sub-total for each storey of SSF Units:</b>		<b>953</b>
<b>Sub-total for all SSF Units:</b>		<b>27,637</b>

### **SCHEDULE 3**

#### **PART A - RIGHTS OF OWNERS**

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

- (1) Right to use Common Areas and Facilities. Subject to the rights of the Manager, the First Owner and the Owner of the Government Accommodation in this Deed and subject also to the Land Grant, the right for the Owner and his tenants, licensees and invitees to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit Provided That:
  - (a) the SSF Recreational Facilities may only be used as recreational facilities or facilities ancillary thereto by the residents of the SSF Units and their bona fide visitors;
  - (b) notwithstanding paragraph (1)(a) of Part A of this Schedule, the Owners, tenants, licensees and invitees of any Unit may always make use of the Common Areas and Facilities covered by paragraph (1)(a) of Part A of this Schedule for the purpose of:
    - (i) escape or seeking refuge in case of a fire or other emergency; or
    - (ii) obtaining access to and from their respective Units (or parts thereof) or any category of Common Areas and Facilities which they are entitled to make use of, where such access cannot practically be obtained other than through the Common Areas and Facilities referred to in paragraph (1)(a) of Part A of this Schedule; and
  - (c) nothing in this paragraph 1 shall prejudice any right granted under paragraphs (2) to (6) of Part A of this Schedule.
- (2) Right of support and shelter. The right to subjacent and lateral support and to shelter and protection from the other parts of the Land.
- (3) Right to passage of utility services. The right to uninterrupted passage and running of soil, sewage, water, gas, electricity, air, smoke, information and other utility services (if any) from and to his Unit through the Conduits which are now or may at any time be in, under or passing through the Land for the proper use and enjoyment of his Unit.
- (4) Right of entry to other parts of Land to repair. The right for any Owner with or without surveyors, workmen and others and with or without plant, equipment and materials at all reasonable times upon notice (except in an emergency when no notice is required and the entry may take place at all times) to enter upon other parts of the Land for the purpose of carrying out any works for the maintenance and repair of his Unit (such works not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as reasonably possible and forthwith making good any damage thereby

caused to any part of the Land Provided That where such a right is exercised against the Government Accommodation the prior approval of the Owner of the Government Accommodation is required (except in emergency) and the Owner exercising the right shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.

- (5) Right of entry to the HS Portion. The right for any Owner and his tenants, licensees, guests, visitors and invitees with or without surveyors, workmen and others and with or without plant, equipment and materials with or without vehicles to pass and repass on, along, over, by and through such parts of the HS Portion and at such hours as may be designated by the Owner of the HS Portion from time to time (which in any event exclude the PRH Units, the Senior Citizen Residential Units, the shops and units inside the Commercial Portion, the self-financing RCHE Accommodation and the Parking Spaces) as may be necessary for the purpose of gaining access from or to his Unit or any Development Common Areas and Facilities or any SSF Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same Provided That Owner and his tenants, licensees, guests, visitors and invitees may also make use of the HS Portion (excluding PRH Units, the Senior Citizen Residential Units, the shops and units inside the Commercial Portion, the self-financing RCHE Accommodation and the Parking Spaces) for the purpose of escape or seeking refuge in case of a fire or other emergency without giving notice.
- (6) Right to easements. All other easements, rights and privileges belonging or appertaining to the Land.

## **PART B – RIGHTS TO WHICH OWNERS ARE SUBJECT**

Each Owner holds his Unit subject to the following:

- (1) Land Grant. Any rights reserved to the Government and the members of the public and other persons or entities under the Land Grant, which include without limitation the right of the public to access to and from the Loading and Unloading Spaces and the Public Vehicle Park under Special Conditions Nos. (40)(c) and (41)(g) respectively.
- (2) Manager's rights of entry. The right (if any) for the Manager to enter his Unit as provided under this Deed.
- (3) Rights of FSI and the Owner of the Government Accommodation. The rights of FSI and the Owner of the Government Accommodation under this Deed.
- (4) Other Rights. Rights and privileges equivalent to those contained in paragraphs (2), (3), (4), (5) and (6) of Part A of this Schedule.

## **SCHEDULE 4**

### **Owners' Covenants**

1. **Use.**

- (a) To comply with the terms of the Land Grant and all laws applicable to his Unit or the use of or any activity which may from time to time be carried out in or in relation to his Unit.
- (b) Not to use:
  - (i) a Residential Unit other than for private residential use and without prejudice to the generality of the above and Clause 14.14, no Residential Unit shall be used as a boarding house or for any form of commercial letting or occupancy in bed spaces or cubicles Provided That the First Owner may use any Residential Unit owned by it as a show flat in accordance with the Land Grant but shall cause as little disturbance and inconvenience to Owners of other Residential Units as possible when doing so;
  - (ii) any part of the Development other than for purposes from time to time permitted by the Land Grant and the law; and
  - (iii) any part of the Development as a pawn shop, mahjong school, funeral parlour, coffin shop, temple (for the avoidance of doubt, "temple" shall not include church and chapel), Buddhist hall, or any activity or purpose related to gambling (except any betting or similar activity undertaken or operated by the Hong Kong Jockey Club, or any purpose or other activity related thereto), the production, sale, storage, display or viewing of pornographic materials, funeral, burial, cremation or any form of ancestor worship or a ceremony known as "Ta Chai (打齋)".
- (c) Not to do anything whereby any insurance taken out by the Manager under this Deed may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this covenant to pay (except the Owner of the Government Accommodation) to the Manager the amount of any increase in premium caused by such breach in addition to any other liability incurred thereby.
- (d) Not to do anything which interferes with or is likely to interfere with any construction work on the Land or the exercise or performance of the Manager's powers and duties under this Deed.
- (e) Not to use his Unit for any purpose or activity which is illegal, noxious, dangerous or offensive or which may be or become a nuisance to or cause damage or annoyance to any other Owner or occupier of the Land or neighbouring premises.

- (f) (i) Not to keep any pet or animal in any SSF Unit if the same has been the cause of written complaint of at least three other Owners or occupiers of the Development received by the Manager.
- (ii) Where the keeping of pet or animal is permitted under paragraph 1(f)(i) of this Schedule, to at all times comply with all Development Rules and all laws (including without limitation the Dogs and Cats Ordinance (Cap.167)) applicable to the keeping, regulation or control of his pet or animal.
- (g) Not to cause the maximum floor loading-bearing capacity of any floor to be exceeded and in the event of any breach of this covenant to make good any damage caused thereby.
- (h) Not to store in any Unit (except the Government Accommodation) any dangerous or combustible goods Provided That the storage of such goods in a part of the Commercial Portion in amounts which are reasonable in the ordinary course of the business carried out in that or any other part of the Commercial Portion and the storage of a reasonable amount of fuel in a Residential Unit for domestic cooking, shall not be a breach of this covenant if:
  - (i) such storage will not result in:
    - (1) a contravention of any law;
    - (2) any policy of insurance taken out by the Manager under this Deed becoming void or voidable; or
    - (3) the Manager not being able to take out any insurance under this Deed; and
  - (ii) any increase in premia for any insurance taken or to be taken out by the Manager under this Deed as a result of such storage is borne by the Owner making the storage.
- (i) Not to store goods in any Residential Unit other than the personal and household possessions of the Owner or occupier.
- (j) Not to alter, damage or interfere with Conduits which serve another part of the Land.
- (k) Not to do anything which may obstruct any means of fire escape or refuge area in the Development and (where necessary) to permit Owners, occupiers, licensees and invitees of other parts of the Development to pass and repass through his Unit for the purpose of escaping or seeking refuge in the case of a fire or other emergency.
- (l) To observe and comply with all Development Rules.

- (m) To use a balcony or utility platform forming part of his SSF Unit only as a balcony or utility platform in connection with the use and enjoyment of the SSF Unit.
2. Outgoings. To pay and discharge all taxes, rates and outgoings payable in respect of his Unit and to indemnify the other Owners against all liabilities in respect thereof Provided That all outgoings including Monthly Management Fees, Government rent payable in respect of a Unit up to and inclusive of the date of the first assignment of that Unit shall be paid by the First Owner (an Owner must not be required to make any payment or reimburse the First Owner for these outgoings).
  3. Repair. To at his own expense inspect, maintain and carry out all necessary works for the maintenance of:
    - (a) his Unit and without prejudice to the generality of the foregoing, the Owner of a SSF Unit shall keep any balcony or utility platform forming part of his SSF Unit in good and substantial repair and condition;
    - (b) the Development and those Works and Installations forming part of his Unit, subject to the provisions of this Deed; and
    - (c) any Noise Mitigation Measures forming part of his Unit in accordance with the NIA Report and in all respects to the satisfaction of the Director of Environmental Protection.
  4. Alterations.
    - (a)
      - (i) Not to make any structural alteration to any part of the Development which will interfere with or affect the rights of any other Owner.
      - (ii) not to make any structural alteration to any part of the Development without first obtaining the consent of the Manager (except where that part of the Development is the HS Portion or the Government Accommodation in which case such a consent is not required).

No provision in this Deed shall be construed as preventing an Owner from taking legal action against another Owner to enforce this paragraph 4(a) of this Schedule.

    - (b)
      - (i) No Owner of a SSF Unit shall install any air-conditioning units in any window or external wall of the Development other than at places designated for such purpose without the consent of the Manager.
      - (ii) To take all possible measures to prevent excessive noise, condensation or dripping from any air-conditioning units.
    - (c) Not to make any alteration to any fixture in the Development so as to or do anything which will affect or be likely to affect the supply or running of soil, sewage, water, electricity, gas, air, smoke, information or other matters to



other parts of the Land or the normal functioning of the Common Areas and Facilities.

- (d) Not to install at any entrance to a SSF Unit any metal grille, shutter or gate.
- (e) Not to sub-divide a SSF Unit or the Shares allocated to or the Right to Occupy a SSF Unit.
- (f) Not to erect, build or install any structure or other things, whether permanently or temporarily, in any balcony or utility platform forming part of his SSF Unit.
- (g) Not to do anything whereby any Non-enclosed Areas forming part of his SSF Unit will be enclosed in whole or in part above safe parapet height other than as shown in the Building Plans.
- (h) Not to alter the design and location (as shown in the Building Plans) of any balcony or utility platform forming part of his SSF Unit.

5. Exterior of Development.

- (a) Not to, save with the consent of the Manager:
  - (i) do anything in any SSF Unit which will or may, in the opinion of the Manager, alter or adversely affect the external appearance of the Development or the Land;
  - (ii) change the design, style or colour of the glass, glazing, frame, railing, guard, grille or other structure of any window and any air-conditioner platform or box forming part of his SSF Unit; and
  - (iii) erect install affix or display any railing, guard, grille, shades on or to any window forming part of his SSF Unit.
- (b) Not to connect any installation to the communal television, radio or telecommunications aerial, cable, satellite system or other similar apparatus or any Conduit installed by the First Owner or the Manager except in accordance with applicable Development Rules.
- (c) No Owner of a SSF Unit shall fix or display any Signs, cages, shades or other items on the exterior of the Development.
- (d) Not to leave in any balcony or utility platform forming part of SSF Unit any matter which may, in the opinion of the Manager, adversely affect the appearance of the Development.
- (e) Not to hang any clothing or laundry outside the Residential Unit or any part of the Development other than in the spaces specifically provided for such purposes.

6. Common Areas and Facilities.

- (a) Not to obstruct the Common Areas and Facilities, leave any dustbins, refuse, furniture or other things nor do anything in or to the Common Areas and Facilities which may be or become a nuisance to any other Owners or occupiers of the Land or any neighbouring premises.
- (b) Not to alter the Common Areas and Facilities or do anything which may, in the opinion of the Manager, interfere with or damage the Common Areas and Facilities or adversely affect the normal functioning of the Common Areas and Facilities and to indemnify the Manager and the other Owners for all losses incurred by the Manager and/or the other Owners (or any or some of them) as a result of a breach of this covenant including all costs and expenses incurred by the Manager in repairing the damage to or removing the interference with or restoring the normal functioning of those of the Common Areas and Facilities affected by the breach.
- (c) Not to bring any animal or pet into such Common Areas and Facilities as the Manager may from time to time specify and when remaining in any Common Areas and Facilities which an animal may be brought into to take all measures to prevent that animal or pet from causing any nuisance, danger, injury or damage and without limitation of the foregoing, dogs shall at all times be securely held on a leash and fitted with a muzzle sufficient to prevent it from biting any person.
- (d) Not to make any connection to any system, equipment, plant, facility or Conduit forming part of the Common Areas and Facilities except with the consent of the Manager and in accordance with the Development Rules.
- (e) To follow instructions which may from time to time be given by the Manager in relation to refuse collection facilities in the Development (other than the Government Accommodation).
- (f) Not to convert any of the Common Areas and Facilities to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained and Provided That the proper use and enjoyment of the Government Accommodation shall not be affected. Any payment received for the granting of such approval shall be credited to the Special Fund. All outgoings (including those for the supply of water, gas, electricity, telecommunication, information and other utility services) relating to such conversion shall be borne by the Owner carrying out that conversion solely and directly. Where the outgoings concerned is not exclusively related to that conversion, and it is not practicable to have a separate meter or other similar device for apportionment, the Manager may attribute a certain portion of the outgoings to that conversion as the Manager may reasonably consider appropriate.

7. Conduits.

- (a) Not to do anything whereby the flush or drainage system of the Land may be clogged or impaired.

- (b) Not to allow any noxious, dangerous, poisonous, corrosive or objectionable effluent to be discharged into any Conduit on the Land and to ensure that discharged effluent will not corrode or be harmful to the flush or drainage system of the Land.
  - (c) Not to allow sewage or refuse water to flow from the Land onto any adjoining land or to allow any waste to be deposited on the Land and to remove all refuse and waste in a proper manner.
- 8. Partitioning. No Owner (except the First Owner acting in compliance with the Land Grant) shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and/or the Development.
- 9. Works.
  - (a) To ensure that works to his Unit will be carried out in accordance with the law, the Land Grant, this Deed and the Development Rules with sufficient safety and protection measures being implemented to the satisfaction of the Manager.
  - (b) To properly remove from the Land in accordance with directions which may be given by the Manager from time to time all debris, surplus building materials or other waste resulting from any works to his Unit.
  - (c) Except the Owner of the Government Accommodation and the Owner of the HS Portion, to pay the Decoration Deposit to the Manager prior to the commencement of works.
  - (d) Subject to the rights of the Owner of the Government Accommodation under this Deed, to indemnify the Manager for all costs, expenses or losses which the Manager may incur or suffer as a result of the carrying out of any works to his Unit, or the acts or omissions of the Owner or its employees, agents, contractors or licensees in connection with such works, or the breach of any provision of this paragraph 9.
- 10. Compliance by tenant, etc. To take all reasonable steps to prevent the tenants, occupiers, licensees or invitees of his Unit from doing anything which may interfere with or affect the management of the Land or constitute a breach of the Land Grant, this Deed or the Development Rules.
- 11. Maintenance of Slope and Retaining Structures. Except the Owner of the Government Accommodation, to maintain and carry out at their own expense all works in respect of any and all Slope and Retaining Structures as required by the Land Grant and in accordance with the Geotechnical Guidelines and the Slope Maintenance Manual.

## **SCHEDULE 5**

### **Additional Rights of the First Owner**

1. **Common Areas and Facilities.** Subject to Clause 3.6, the right to assign to the Manager without consideration the Common Areas Shares and the Common Areas and Facilities, which shall be held by the Manager in trust for the Owners in accordance with this Deed.
2. **Amendments to Building Plans and other plans.** Subject to obtaining any necessary consent under the Land Grant and the law, the rights to:
  - (a) add to or amend the Building Plans or any plan or proposal (if any) prepared or which requires approval under the Land Grant (including but without limitation master layout plans, landscaping proposals, greenery submission, plans of the self-financing RCHE Accommodation, car park layout plans and Public Vehicle Park layout plans) or any law; and
  - (b) carry out any works to implement such addition or amendment;

Provided That:

- (c) such rights may only be exercised in respect of any part of the Land which it has the Right to Occupy and Units which have not been sold or assigned by the First Owner;
  - (d) these rights shall not be exercised so as to interfere with any other Owner's Right to Occupy his Unit or impede any other Owner's access to his Unit;
  - (e) such rights shall not impede or restrict access to or from the Government Accommodation and shall not affect the Government Accommodation;
  - (f) such rights shall require the approval of the Owner of the Government Accommodation if they directly affect the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected; and
  - (g) any additional, excess, exempted and bonus gross floor area arising from the exercise of this right shall belong to the First Owner to the exclusion of all other Owners.
3. **Alterations.** Subject to all necessary approval under the Land Grant and the law having been obtained, the right to make structural alterations or additions to those parts of the Land which the First Owner has the Right to Occupy and Units which have not been sold or assigned by the First Owner without the concurrence of any Owner or the Manager or any other person Provided That:
  - (a) any such structural alteration shall not interfere with or affect the rights of any other Owner to hold, use, occupy and enjoy his Unit nor impede access to his Unit; and

- (b) all approvals required under the law and the Land Grant have been obtained.
4. Fixtures. The right for itself, the Manager and their licensees to install, erect, affix, maintain, alter, renew and remove any Signs, plant, machinery, aerials and any other fixtures or facilities on or within the Common Areas and Facilities and on the parts of the Land which it has the Right to Occupy Provided That if this right is exercised in relation to the Common Areas and Facilities:
- (a) written approval by a resolution of the Owners at an Owners' meeting is obtained prior to the exercise of such right;
  - (b) the Right to Occupy, access to, use and enjoyment of the Unit of any other Owner shall not be affected; and
  - (c) any consideration received from the exercise of this right shall be credited to the Special Fund.
5. Entry to Carry Out Works.
- (a) The right to enter any part of the Land (excluding such parts of the Land which have been sold or assigned by the First Owner to another person) at all reasonable times to complete or commission the development of the Land or the Common Areas and Facilities and carry out any works to the Land it is permitted to carry out under this Deed and to license or otherwise permit any other person to do so on such terms as the First Owner deems fit Provided That:
    - (i) except in an emergency when no notice is required and the entry may take place at all times, this right may only be exercised by the First Owner upon giving notice to the Manager, if this right is exercised in relation to the Common Areas and Facilities;
    - (ii) these rights shall not be exercised so as to interfere with any other Owner's Right to Occupy his Unit or impede any other Owner's access to his Unit; and
    - (iii) the First Owner shall rectify any damage to the Land caused by the negligence acts or omissions of the First Owner, its employees and agents in the course of exercising such rights at its own expense.
  - (b) The right to issue instructions to the Owners and occupiers of the Development and their respective licensees, visitors and invitees that they may or may not use any part of the Land while the works or activities referred to in paragraph 5(a) of this Schedule are being carried out.
  - (c) Any right of entry of the First Owner under this paragraph 5 may be exercisable by the First Owner with or without surveyors, workmen and contractors and with or without plant, equipment, materials and machinery.

- (d) Any right of entry of the First Owner under this paragraph 5 shall exclude the Government Accommodation except where entry is unavoidable when, in that event, it shall be subject to prior reasonable notice, least disturbance being caused and an indemnity for costs and expenses incurred for any damage caused to the Government Accommodation.
6. Name of Development. The right to change the name of the Development or any part thereof (other than the Government Accommodation) at any time.
7. User. The right (subject to obtaining any necessary consent under the Land Grant and the law) to change the user of any part of the Land which the First Owner has the Right to Occupy or Unit which has not been sold or assigned by the First Owner Provided That this right shall not be exercised so as to interfere with any other Owner's Right to Occupy his Unit or impede any other Owner's access to his Unit.
8. Dedication to Public. The right to dedicate to the public any part of the Land (other than the Government Accommodation) which the First Owner has the Right to Occupy and any Unit which has not been sold or assigned by the First Owner for the purposes of passage with or without vehicles or in such manner as the First Owner shall consider fit Provided That:
- (a) this right shall not be exercised so as to interfere with any other Owner's Right to Occupy his Unit or impede any other Owner's access to his Unit; and
- (b) no Owner (except the First Owner) may claim any consideration or compensation or benefit offered by the Government for such dedication if the Building Authority permits the site coverage or the plot ratio for any building within the Land to exceed the permitted percentage site coverage or the permitted plot ratio (as the case may be) as a result of such dedication.
9. Boundaries of the Land. Subject to the prior approval by a resolution passed at an Owners' meeting convened under this Deed and subject also to paragraph 12 of this Schedule, the right to adjust the boundaries of the Land (excluding the Government Accommodation) and to reach any agreement with the Government in connection therewith and for that purpose to effect any surrender, extension or re-grant of the Land Grant Provided That any money received in respect thereof shall be credited to the Special Fund and this right shall not be exercised so as to interfere with any other Owner's Right to Occupy his Unit or impede any other Owner's access to his Unit.
10. Surrender to Government. The right to surrender or assign any part of the Land (other than the Government Accommodation) which the First Owner has the Right to Occupy or any Unit which has not been sold or assigned by the First Owner which is required to be surrendered or assigned to the Government subject to the approval by a resolution passed at an Owners' meeting convened under this Deed except where the surrender or assignment is required by the Land Grant in which case no such approval is required Provided That this right shall not be exercised so as to interfere with any other Owner's Right to Occupy his Unit or impede any other Owner's access to his Unit.

11. Shares and Management Shares. Subject to the approval of the Director, the right to re-allocate the Shares registered in the name of the First Owner, and the right to adjust the number of Management Shares and the fraction which each Management Share bears to the whole Provided that any such re-allocation or adjustment shall not affect the proportion of Shares allocated to the Government Accommodation.
12. Amendments to Land Grant. The right to:
- (a) apply to, negotiate and agree with the Government to vary or modify the Land Grant or any provision thereof, or to obtain any waiver or no-objection by the Government relating to any provision thereof, in such manner as the First Owner may consider fit;
  - (b) execute any document relating to such variation, modification, waiver or no-objection in the name of the First Owner without joining in any other Owner; and
  - (c) bind the other Owners to such variation, modification, waiver or no-objection or any document relating thereto executed by the First Owner as mentioned above;

without the necessity of joining in other Owners or other person having an interest in the Land and the Development or any part thereof Provided That:

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

13. Sub-Deed of Mutual Covenant.

- (a) To enter into a Sub-Deed of Mutual Covenant in respect of the HS Portion whereby the HS Portion may be sub-divided and the HS Common Areas and Facilities may be designated by the First Owner without the necessity of joining in or reference to, concurrence or approval of any other Owner or the Manager Provided That
  - (i) the Director has given his approval or waived the requirement for his approval of the Sub-Deed of Mutual Covenant;
  - (ii) the Sub-Deed of Mutual Covenant does not conflict with this Deed and the Land Grant; and
  - (iii) the right of FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation under paragraphs 4(b) and 6 of Schedule 6 shall not be affected.
- (b) To appoint a manager for the HS Portion (or the relevant sub-divided part(s) thereof) upon execution of the Sub-Deed of Mutual Covenant.

14. Right of way, etc. Subject to the approval by a resolution passed at an Owners' meeting convened under this Deed, the right to obtain the grant of any easements, rights of way or any other rights of whatever nature whether proprietary, contractual or otherwise over or in relation to any adjoining or neighbouring land for the benefit of the Land on such terms and conditions as the First Owner considers fit.

15. Consideration received by the First Owner. Unless otherwise expressly provided in this Deed, the right to retain for its own use and benefit any consideration or benefit received or receivable by the First Owner or otherwise arising through the exercise of any right in this Schedule.

16. Grant of licence, etc. Subject to the Land Grant, for so long as the First Owner remains to be the sole Owner of the HS Portion, the exclusive right and privilege to allocate, assign, licence and/or grant the right to use all or any lobby, corridor, toilet, escalators, flat roofs, roofs and/or other equipment, apparatus, services and facilities forming part of the HS Portion (unless otherwise specifically assigned or being designated as Common Areas and Facilities) for the exclusive use of the tenants, occupiers, licensees or invitees of particular floor(s) and/or part(s) of the HS Portion with or without consideration at its absolute discretion on terms and conditions as it deems fit Provided That the exercise of such right shall not interfere with an Owner's Right to Occupy and exclusive right to the use enjoyment and occupation of his Unit nor prevent, impede or restrict access to or egress from any such Unit.

17. Redevelopment, etc. The right to demolish, modify, alter, reconstruct, further develop, re-develop or re-build such part of the Development and/or the Land which remain vested in the First Owner (either alone or in conjunction with any neighbouring premises) and in such manner as the First Owner may deem fit and for all or any such purposes arrange for new building plans to be prepared and/or the



Building Plans to be changed, added to, altered or otherwise amended and to submit the same for approval by the Building Authority and/or such other competent Government authorities and to carry out all necessary demolition and construction works in connection therewith Provided That the exercise of such right shall not interfere with an Owner's Right to Occupy and exclusive right to the use enjoyment and occupation of his Unit nor prevent, impede or restrict access to or egress from any such Unit, and shall require the approval of the Owner of the Government Accommodation if it shall directly affect the Government Accommodation (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected). The exclusive right to hold use occupy and enjoy and to receive the rents and profits from any new buildings or structures to be erected on or under the Land and the Development shall belong to the First Owner absolutely.

## **SCHEDULE 6**

### **Additional Rights of the Owner of the Government Accommodation**

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

1. the right of shelter, support and protection for the Government Accommodation;
2. the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term agreed to be granted under the Land Grant laid on or running through any part of the Land and any part of the Development;
3. the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as “**the Government Accommodation Services**”) at any time at its absolute discretion without any charge by and without having to obtain the approval or consent of the Owners (including the First Owner) or the Manager Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation;
4.
  - (a) the right to go, pass and repass over and along and to use any Common Areas and Facilities of the Land or any Common Areas and Facilities of the Development in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any Common Areas and Facilities or any common facilities within the Land or the Development;
  - (b) subject to Clauses 10.3(i)(v) and 10.3(i)(vi), the right to go, pass and repass over and along and to use the HS Portion (excluding the PRH Units, the Senior Citizen Residential Units, the self-financing RCHE Accommodation, the shops and units inside the Commercial Portion and the Parking Spaces) as may be necessary for the proper use and enjoyment of the Government Accommodation or any part thereof and the Lay-by for Ambulance;
5. the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying, reinstatement works and other works to the Government Accommodation Services or any part thereof;

6. the free and uninterrupted rights of way to and from the Government Accommodation or any part thereof as may be required by the Director;
7. the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
8. the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
9. the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material;
10. the right at its absolute discretion to alter or vary at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the First Owner, the other Owners or the Manager; and
11. such other rights, privileges and easements as may be deemed necessary or desirable by the Director.

## **SCHEDULE 7**

### **Powers of Manager**

1. **Collection of Money.** To demand and collect all money payable by the Owners under this Deed.
2. **Insurance.**
  - (a) Unless otherwise directed by the Owners' Corporation, to insure on such terms as the Manager may determine:
    - (i) the Common Areas and Facilities, the Slope and Retaining Structures and the Excepted and Reserved Areas (until such time as the possession of the Excepted and Reserved Areas has been re-delivered to the Government in accordance with the Land Grant) to their full new reinstatement values in respect of loss or damage by fire or other risks; and
    - (ii) the Owners and the Manager in respect of such public, third party and occupier's liability, employer's liability in respect of employees employed within or exclusively in connection with the management of the Land, and other risks and liabilities (including risks and liabilities arising from the Excepted and Reserved Areas (until such time as the possession of the Excepted and Reserved Areas have been re-delivered to the Government in accordance with the Land Grant) as the Manager may decide in such amounts as the Manager deems fit,

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

- (a) To take all steps as the Manager may decide for putting and keeping the Common Areas and Facilities (including the Works and Installations and the Noise Mitigation Measures forming part thereof) in good and substantial repair, in a clean, tidy and proper working condition and appropriately decorated, landscaped, lit and ventilated.
- (b) Subject always to Clause 8.4, where reasonably required, to rebuild, renew, improve and upgrade the Common Areas and Facilities as it deems fit and build or install additional common facilities as it deems fit in each case to a standard commensurate with the status of the Development.
- (c) To replace any broken glass in the Common Areas and Facilities.
- (d) To keep the Conduits forming part of the Common Areas and Facilities free from obstructions and in proper working condition.
- (e) To cultivate, irrigate and maintain plant and landscaping works in the Common Areas and Facilities, if any.
- (f) To operate the gondola systems in the Development and for the avoidance of doubt the Manager may move and use a gondola in or through the airspace over any balcony, utility platform or any other area forming part of any Unit Provided That the Manager shall give reasonable notice to the affected Owners before the operation of the gondola above and over their Units (except in an emergency when no notice is required and the operation may take place at all times) the Manager shall at his own costs and expense repair and make good any damage so caused and be responsible for any liability for or caused by the negligent, wilful or criminal acts or omissions of the Manager or its employees, agents or contractors in exercising such power pursuant to this paragraph 3(f).

4. Control and operation and administration of Common Areas and Facilities.

- (a) To, subject to this Deed, have exclusive control over the Common Areas and Facilities and to generally administer and manage the Common Areas and Facilities (including the Works and Installations and the Noise Mitigation Measures forming part thereof).
- (b) To operate the Common Areas and Facilities in such manner as the Manager deems fit.
- (c) To comply with and ensure compliance with all laws and provisions of the Land Grant which are applicable to the Common Areas and Facilities or the Land as a whole.
- (d) To regulate pedestrian traffic in the Common Areas and Facilities.
- (e) To prevent obstruction of the Common Areas and Facilities.

- (f) If any article or vehicle is, in the Manager's opinion, causing obstruction of the Common Areas and Facilities or is brought onto or remains in the Common Areas and Facilities in contravention of this Deed or the Development Rules or parking fees payable in respect of any vehicle parked in areas comprised in the Common Areas and Facilities have not been paid, to:
- (i) remove and impound the article or vehicle concerned;
  - (ii) recover from the Owner who or whose tenant, licensee or visitor has brought the article onto the Common Areas and Facilities (in this paragraph 4(f), the "**Defaulting Owner**") all costs and expenses incurred by the Manager in the removal and impoundment and (as the case may be) the parking fees in default and other penalties and charges;
  - (iii) pending the recovery of such costs, expenses, parking fees, penalties and charges, claim a lien on the article or vehicle; and
  - (iv) if these amounts are not paid within a time which the Manager may in its absolute discretion determine, dispose of the article or vehicle in such manner as the Manager may decide and apply the proceeds towards payment of the amounts secured by the lien;

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

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

5. Refuse Collection.

- (a) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited in the Land or any part thereof (except the Government Accommodation).
  - (b) To arrange for refuse to be collected from different parts of and removed from the Land, and to maintain all refuse collection facilities in accordance with the requirements of any Governmental or other competent authority.
6. Prevention of Erosion. So far as reasonably possible, to prevent any refuse or other matter being deposited, washed, eroded or falling from the Land onto any neighbouring property and to remove any such refuse or other matter on or in the Land originating from any neighbouring property.
7. Utilities.
- (a) To make suitable arrangements for the supply of water, gas, electricity, telecommunication, information and other utility services to, from or for the Land.
  - (b) Subject to Clause 8.4, to take such steps and make such arrangements from time to time as it considers appropriate to:
    - (i) increase the supply of any utility to the Development when existing supply may not be sufficient to cope with current needs; or
    - (ii) procure to be supplied to the Development any utility not previously supplied to the Development.

Without prejudice to the generality of the above, the Manager may (subject to Clause 8.4, all approvals required under the law or the Land Grant having been obtained and the approval by a resolution of Owners' meeting convened under this Deed (any payment received for the approval must be credited to the Special Fund)):

- (iii) install or permit any utility supplier to install additional plant, equipment and Conduits which are necessary for increasing the supply of or (as the case may be) supplying the utility concerned in such of the Common Areas and Facilities as the Manager considers appropriate;
  - (iv) carry out all works to the Common Areas and Facilities for the purpose of facilitating the installation of such additional plant, equipment and Conduits; and/or
  - (v) convert Common Areas and Facilities currently used for other purposes for the installation of such additional plant, equipment and Conduits
- (c) To install, maintain and operate as the Manager deems fit communal radio, television or telecommunication cables, aerials and satellite dishes, Conduits

for the transmission of information and other similar apparatus serving the Development.

- (d) To take all reasonable steps to prevent any person from overloading any of the electrical installations and circuits in the Development.
- (e) To negotiate and enter into and perform contracts with operators or providers of telecommunication or internet services for the supply of such services to the Development Provided That the Manager shall not enter into any contract for the installation or use of aerial broadcast distribution or telecommunications network facilities or any contract for the provision of broadcast distribution network or telecommunications network services unless:
  - (i) the term of the contract does not exceed 3 years;
  - (ii) the right to be granted under the contract is non-exclusive and the contract provides for sharing the use of the facilities and network with other service providers; and
  - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services unless he is a subscriber to the relevant services.

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

- 8. Security. To provide and maintain as the Manager deems fit security personnel, closed circuit T.V. systems, burglar alarms and other security measures for the Land.
- 9. Appointment of Lawyers. To appoint as it deems fit solicitors or legal counsel to advise upon any matter which arises in relation to the Land or this Deed and to grant them authority to accept service on behalf of the Owners (excluding FSI as the Owner of the Government Accommodation) of legal proceedings relating to the Land (except proceedings relating to the rights or obligations of individual Owners) and in all proceedings to which the Government is a party to appoint a solicitor who will undertake to accept service on behalf of the Owners (excluding FSI as the Owner of the Government Accommodation) (whether for the purpose of Order 10 Rule 1 of the Rules of the High Court or otherwise) within 7 days of being requested to do so by the Government.
- 10. Employment of agents and contractors etc.
  - (a) To appoint or employ agents, contractors or sub-managers (including professional property management companies) to carry out various aspects of the management works of the Development or management works in respect of certain area(s) of the Development Provided That the Manager must not transfer or assign its rights, duties or obligations under this Deed to any such third parties (who must remain responsible to the Manager) and the Manager



shall always remain responsible for the management and control of the whole Development.

- (b) To appoint accountants to audit the management accounts and books and prepare the annual income and expenditure accounts and balance sheets.
- (c) For the avoidance of doubt, no provision in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing the responsibility of the Manager to manage and control the whole Development.

11. Enforcement of Deed.

- (a) To enforce and take all reasonable steps to ensure compliance with this Deed and the Development Rules by the Owners (except the Owner of the Government Accommodation), occupiers and licensees of the Land including by the commencement, conduct, defence and enforcement of legal proceedings (the provisions of Clause 10.13 applying to any such action) and by the registration and enforcement of charges in accordance with Clause 10.14.
- (b) To recover all costs and expenses incurred by the Manager in relation to an exercise of its power under paragraph 11(a) of this Schedule from the defaulting Owner.
- (c) To forbid any Owner (except the Owner of the Government Accommodation and the First Owner as the Owner of the HS Portion) who breaches this Deed and his tenants and licensees from using the Common Areas and Facilities until the default is rectified Provided That the exercise of this power is on the condition that the supply or transmission of utility services (including but not limited to the supply of electricity, water, gas and telecommunications) to the Owner's Unit shall not be interrupted and the access to the Owner's Unit shall not be prevented.
- (d) To discontinue providing management services to any Owner (except the Owner of the Government Accommodation and the First Owner as the Owner of the HS Portion) who breaches this Deed Provided That the exercise of this power is on the condition that the supply or transmission of utility services (including but not limited to the supply of electricity, water, gas and telecommunications) to the Owner's Unit shall not be interrupted and the access to the Owner's Unit shall not be prevented.
- (e) To remove any structure or installation or to demolish any building works in any part of the Land (except the Government Accommodation) which are in contravention of this Deed, the Land Grant, or the law and to recover from the Owner of the Unit concerned all costs and expenses incurred by the Manager in connection with the exercise of the power in this paragraph 11(e) and making good any damage thereby caused to any other part of the Land Provided That this paragraph 11(e) does not impose any obligation on the

Manager to carry out any works or activities it is empowered to carry out under this paragraph 11(e).

- (f) Where an Owner (except the Owner of the Government Accommodation and the First Owner as the Owner of the HS Portion) defaults in:

- (i) any repair or maintenance obligations under this Deed; or
  - (ii) carrying out any activity to his Unit which is required to be carried out under the law or this Deed;

to carry out to or in the Owner's Unit all necessary works or activities as the Manager considers appropriate to ensure compliance with this Deed or (as the case may be) the law, and to recover from the Owner all costs and expenses incurred by the Manager in connection with the exercise of the power in this paragraph 11(f) Provided That this paragraph 11(f) does not impose any obligation on the Manager to carry out any works or activities it is empowered to carry out under this paragraph 11(f).

- (g) To take such steps as the Manager deems appropriate for removing from the Land any animal the presence of which in the Land or any Unit constitutes a contravention of this Deed.
- (h) To remove from the Recreational Facilities any person who fails to comply with or is in breach of any applicable Development Rules and to exclude any person who has been in persistent breach of such Development Rules from the use of the Recreational Facilities, for such period as the Manager shall in its discretion deem appropriate.
- (i) To post on the public notice boards of or other prominent places in the Development the unit number of any Owner (except the Owner of the Government Accommodation and the First Owner as the Owner of the HS Portion) who is in breach of this Deed together with particulars of the breach.

## 12. Dealings with Government.

- (a) To have the exclusive right to represent the Owners (except the Owner of the Government Accommodation and the First Owner as the Owner of the HS Portion) in dealings with the Government or any other competent authority or any other person concerning the Land as a whole or the Common Areas and Facilities, with power to bind all Owners (except the Owner of the Government Accommodation and the First Owner as the Owner of the HS Portion) as to any policy adopted, decision reached or action taken in relation to any such dealings.
- (b) Subject to the approval by a resolution passed at an Owners' meeting convened under this Deed, to surrender to the Government any part of the Common Areas and Facilities on such terms and conditions and by deeds and documents of form and substance as the Manager deems fit Provided That the

exercise of such right shall not interfere with other Owners' Right to Occupy their Units nor impede access to their Units.

- (c) To comply with any legislation and lawful requirements of the Government and any competent authority.
- (d) To comply with and take all steps the Manager may decide to ensure the compliance with all provisions in the Land Grant applicable to the Land as a whole and Special Condition No. (4) relating to the Excepted and Reserved Areas (until such time as the possession of the Excepted and Reserved Areas have been re-delivered to the Government in accordance with the Land Grant).
- (e) The powers under this paragraph 12 shall be subject to the Ordinance.

13. Grant and acceptance of leases, rights.

- (a) To, subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, grant upon such terms as it considers appropriate:
  - (i) rights of way and other easements and rights of any other kind (whether constituting an interest in land or otherwise) over or relating to any Common Areas and Facilities; and
  - (ii) franchises, leases or tenancy agreements in respect of and licences to use any Common Areas and Facilities;

in either case to such persons (including, without limitations, the Owners, owners or occupiers of any adjoining or neighbouring property, the Government or members of the general public). All income and receipts arising therefrom shall be credited to the Special Fund. The exercise of the power under this paragraph 13(a) shall not contravene any provision of the Land Grant or interfere with any Owner's right to hold, use, occupy and enjoy its Unit or impede the access to any Unit.

- (b) To obtain, upon such terms as the Manager deems fit but subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, grant of easements, licences or rights of any other kind whether constituting an interest in land or otherwise which will, in the opinion of the Manager, benefit the Owners and occupiers of the Land and to perform all terms and conditions on which such a grant is made.

14. Common Areas Shares. To take an assignment of and hold the Common Areas Shares and the Common Areas and Facilities on trust in accordance with this Deed.

15. Staff and professional consultants.

- (a) To employ such staff and on such terms as it deems fit to enable it to perform its powers and duties under this Deed and to provide such staff with any

necessary accommodation, uniforms, working clothes and all materials and equipment.

- (b) To retain the service of such professional consultants on such terms as it deems fit for the purpose of carrying out its powers and duties under this Deed.

16. Entry.

- (a) To enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required and the entry may take place at all times) any part of the Land to exercise or carry out any of its powers or duties under this Deed (including without limitation to carry out necessary repairs to the Development or abate any hazard or nuisance which does or may affect the Common Areas and Facilities or Owners other than the Owner whose Unit are being entered under the power provided in this paragraph 16(a)) Provided That:
  - (i) the Manager shall at its own costs and expense make good any damage and be responsible for any liability caused by the negligent, wilful or criminal acts or omissions of the Manager or its employees, agents or contractors in entering any part of the Land pursuant to this paragraph 16(a); and
  - (ii) such a power, if exercised against the Government Accommodation, shall only be exercised for maintenance and repair purposes and shall require the prior approval of the Owner of the Government Accommodation to enter upon the Government Accommodation except in emergency and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.
- (b) To replace broken window glass or glazing in any Unit which remains unreplaced for 7 days after the Manager has served a notice on the Owner or occupier of that Unit requiring him to replace the same such replacement shall be at the expense of the Owner of that Unit Provided That this paragraph 16(b) does not impose any obligation on the Manager to replace any broken window glass in any Unit.
- (c) To enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required and the entry may take place at all times) the part of the Public Vehicle Park on the First Floor freely and without payment of any nature whatsoever for the purpose of gaining access to, from and between any Common Areas and Facilities and the Manager shall at its own costs and expense make good any damage and be responsible for any liability caused by the negligent, wilful or criminal acts or omissions of the Manager or its employees, agents or contractors in exercising the power under this paragraph 16(c).

17. Development Rules.

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

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

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

18. Sub-Deed of Mutual Covenant.

- (a) To act as manager under a Sub-Deed of Mutual Covenant relating to any part of the Development and exercise all powers and perform all duties under the Sub-Deed of Mutual Covenant.
- (b) Where a Sub-Deed of Mutual Covenant and/or Sub-Management Agreement or any similar deed or document is entered into in respect of any part of the Development and the Manager is not appointed manager under the Sub-Deed or other deed or document, to do all things as the Manager considers appropriate for co-ordinating with the manager appointed under such Sub-Deed or other deed or document.

19. Consent. Subject as otherwise provided in this Deed, to give (with or without conditions) or withhold its consent to anything which requires its consent pursuant to this Deed Provided That such consent must not be unreasonably withheld and that the Manager must not charge any fee other than a reasonable administrative fee for issuing the consent. Such administrative fee shall be credited to the Special Fund.

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

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

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

26. Decoration Deposits.

- (a) If any works are to be carried out to a SSF Unit, to obtain from its Owner a refundable Decoration Deposit of such amount as may from time to time be stipulated in the Development Rules.
- (b) Without prejudice to other rights and remedies of the Manager, to deduct from the Decoration Deposit any amount which an Owner of SSF Unit is liable to pay to or indemnify the Manager under paragraph 9(d) of Schedule 4 and to refund to the Owner concerned the balance (if any) of the Decoration Deposit without interest.

27. Geotechnical works. To inspect, keep and maintain in good and substantial repair and condition and carry out all necessary works in respect of the Slope and Retaining Structures in compliance with the conditions of the Land Grant and in accordance with the Geotechnical Guidelines, the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slope and Retaining Structures and the Manager and the Owners' Corporation shall have the full authority to engage or employ suitably qualified personnel for that purpose.

28. Excepted and Reserved Areas. To carry out and perform, in relation to the Excepted and Reserved Areas (until such time as the possession of the Excepted and Reserved Areas have been re-delivered to the Government in accordance with the Land Grant) all acts, activities and works required by Special Condition No. (4), the law or insurers of insurance taken out in relation thereto, or which are deemed appropriate by the Manager for performing and complying with the provisions of the Land Grant, the law or those insurers in relation to the same.

**SCHEDULE 8**  
**WORKS AND INSTALLATIONS**

The following works and installations:

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



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

THE FIRST OWNER

SEALED with the COMMON SEAL of       )  
the First Owner and SIGNED by       )  
  )  
  )  
  )  
person(s) duly appointed by its Executive )  
Committee whose signature(s) is/are verified )  
by:    )

THE FIRST ASSIGNEE

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

INTERPRETED to the First Assignee by:

THE DMC MANAGER

SEALED with the COMMON SEAL of the )  
DMC Manager and SIGNED by )  
)  
)  
)  
person(s) duly appointed by its Executive )  
Committee whose signature(s) is/are verified )  
by: )

## **APPENDIX 1**

### **The Plans**

## CAR PARK SUMMARY - B2/F

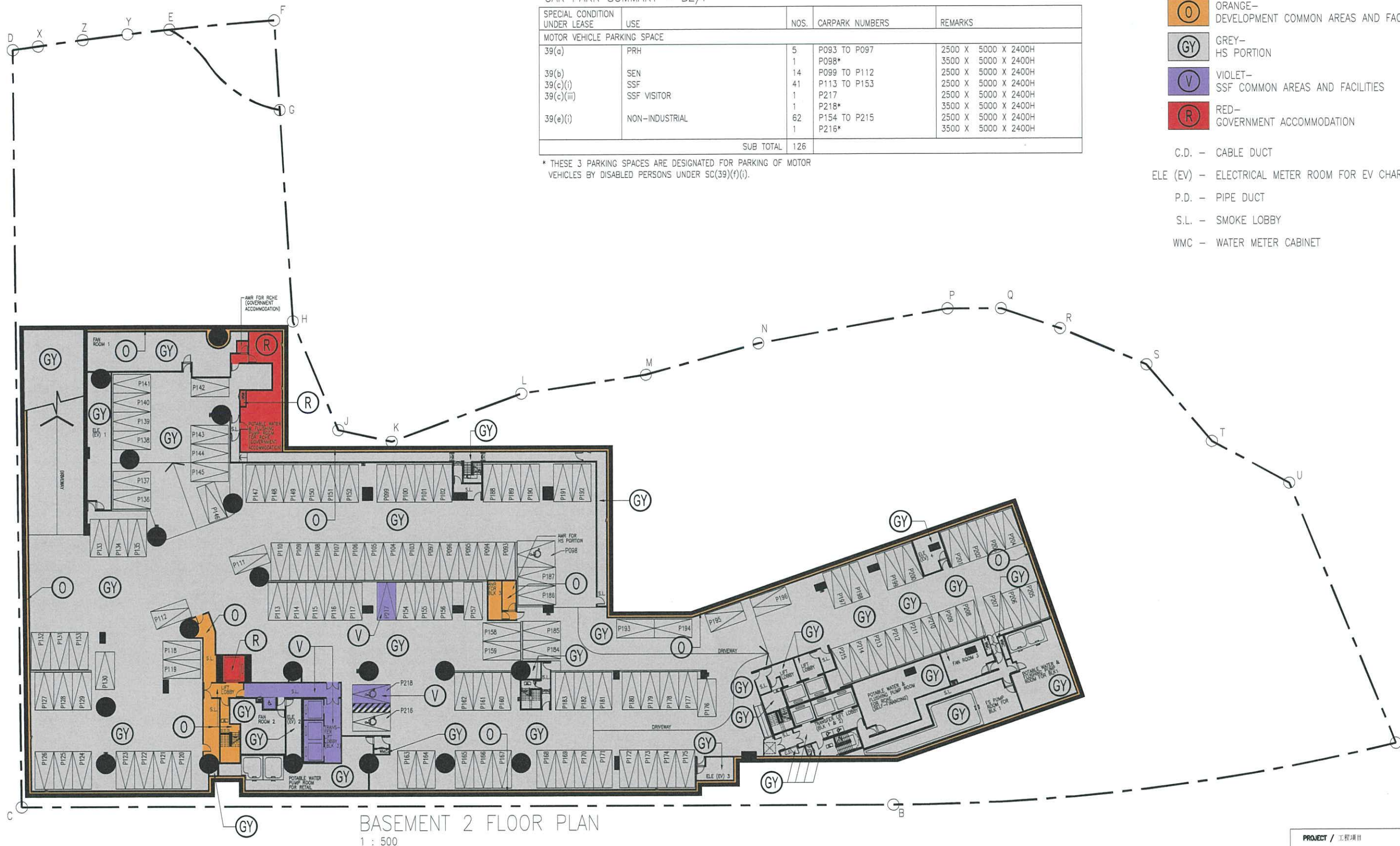
SPECIAL CONDITION UNDER LEASE	USE	NOS.	CARPARK NUMBERS	REMARKS
MOTOR VEHICLE PARKING SPACE				
39(a)	PRH	5	P093 TO P097	2500 X 5000 X 2400H
39(b)	SEN	14	P098*	3500 X 5000 X 2400H
39(c)(i)	SSF	41	P099 TO P112	2500 X 5000 X 2400H
39(c)(iii)	SSF VISITOR	1	P113 TO P153	2500 X 5000 X 2400H
		1	P217	2500 X 5000 X 2400H
		1	P218*	3500 X 5000 X 2400H
39(e)(i)	NON-INDUSTRIAL	62	P154 TO P215	2500 X 5000 X 2400H
		1	P216*	3500 X 5000 X 2400H
SUB TOTAL		126		

\* THESE 3 PARKING SPACES ARE DESIGNATED FOR PARKING OF MOTOR VEHICLES BY DISABLED PERSONS UNDER SC(39)(f)(i).

## LEGEND:

- ORANGE—  
DEVELOPMENT COMMON AREAS AND FACILITIES
- GREY—  
HS PORTION
- VIOLET—  
SSF COMMON AREAS AND FACILITIES
- RED—  
GOVERNMENT ACCOMMODATION

- C.D. — CABLE DUCT
- ELE (EV) — ELECTRICAL METER ROOM FOR EV CHARGING FACILITIES
- P.D. — PIPE DUCT
- S.L. — SMOKE LOBBY
- WMC — WATER METER CABINET



BASEMENT 2 FLOOR PLAN  
1 : 500

I hereby certify the accuracy  
of this plan

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程項目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC - BASEMENT 2 FLOOR PLAN	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-01
REV / 修訂	A   B   C   D   E   F   G   H



# CAR PARK SUMMARY - B1/F

SPECIAL CONDITION UNDER LEASE	USE	NOS.	CARPARK NUMBERS	REMARKS
MOTORCYCLE PARKING SPACE				
39(g)(i)	PRH	3	M001 TO M003	1000 X 2400 X 2400H
39(h)(i)	SSF	5	M004 TO M008	1000 X 2400 X 2400H
39(i)(i)	NON-INDUSTRIAL	4	M009 TO M012	1000 X 2400 X 2400H
SUB TOTAL		12		
LGV PARKING SPACE				
39(j)(i)	PRH	1	059	3500 X 7000 X 3600H
39(k)(i)	SEN	3	060 TO 062	3500 X 7000 X 3600H
SUB TOTAL		4		
PUBLIC VEHICLE PARK				
41(a)(i)	MOTOR VEHICLE	90	P001 TO P090	2500 X 5000 X 2400H
		2	P091* & P092*	3500 X 5000 X 2400H
41(a)(ii)	LGV	35	063 TO 097	3500 X 7000 X 3600H
SUB TOTAL		127		

\* THE PARKING SPACES P091 AND P092 ARE DESIGNATED FOR PARKING OF MOTOR VEHICLES BY DISABLED PERSONS UNDER SC(41)(a)(i).

## LEGEND:

- ORANGE - DEVELOPMENT COMMON AREAS AND FACILITIES
- GREY - HS PORTION
- VIOLET - SSF COMMON AREAS AND FACILITIES
- RED - GOVERNMENT ACCOMMODATION

- C.D. - CABLE DUCT
- ELE (EV) - ELECTRICAL METER ROOM FOR EV CHARGING FACILITIES
- P.D. - PIPE DUCT
- S.L. - SMOKE LOBBY
- S.V. - SMOKE VENT
- WMC - WATER METER CABINET

BASEMENT 1 DRIVEWAY PART PLAN

BASEMENT 1 FLOOR PLAN  
1 : 500

I hereby certify the accuracy of this plan

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程項目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC - BASEMENT 1 FLOOR PLAN	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-02
REV / 修訂	A B C D E F G H



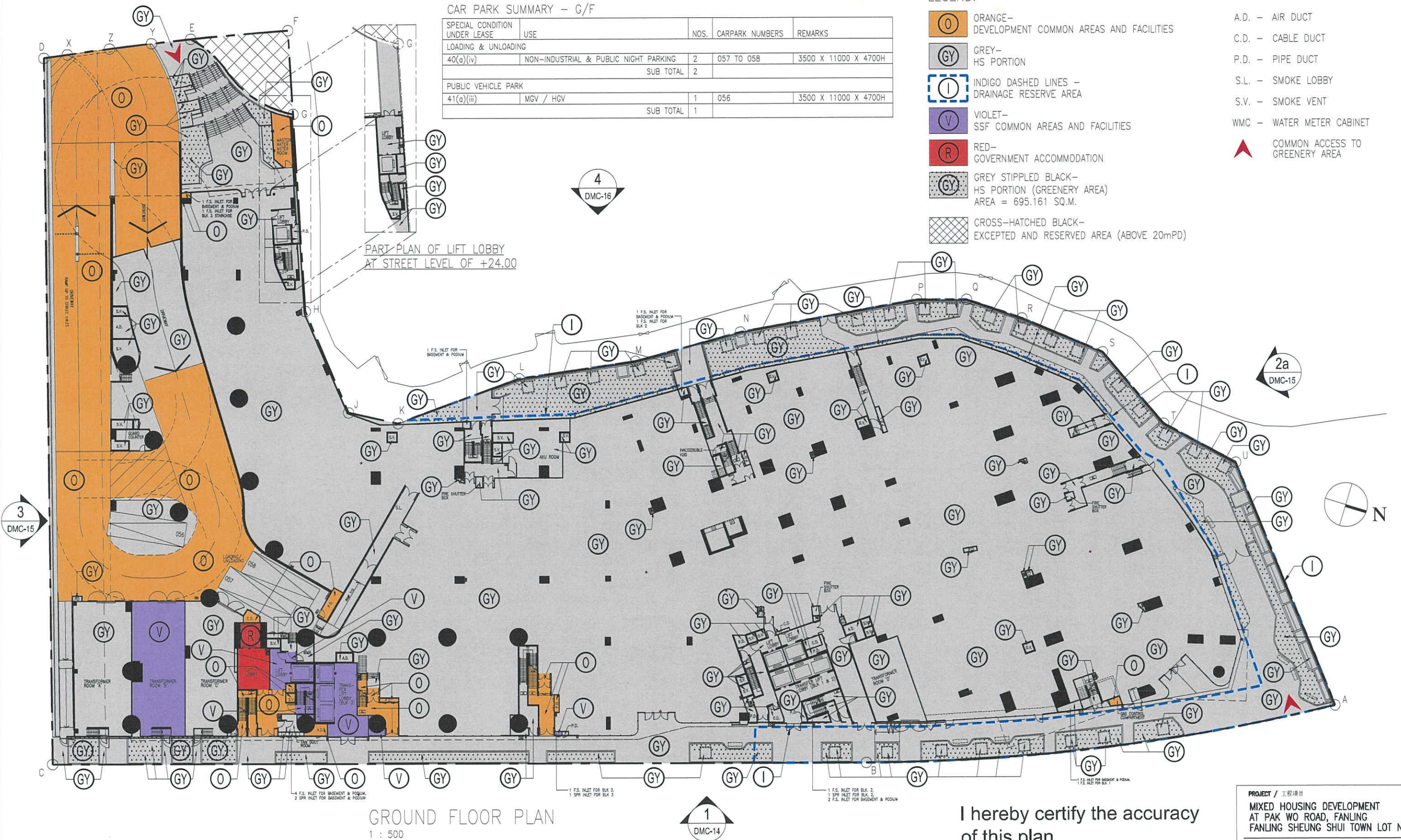
# CAR PARK SUMMARY - G/F

SPECIAL CONDITION UNDER LEASE	USE	NOS.	CARPARK NUMBERS	REMARKS
LOADING & UNLOADING				
40(a)(iv)	NON-INDUSTRIAL & PUBLIC NIGHT PARKING	2	057 TO 058	3500 X 11000 X 4700H
	SUB TOTAL	2		
PUBLIC VEHICLE PARK				
41(a)(iii)	MGV / HGV	1	056	3500 X 11000 X 4700H
	SUB TOTAL	1		

## LEGEND:

- O ORANGE-  
DEVELOPMENT COMMON AREAS AND FACILITIES
- GY GREY-  
HS PORTION
- I INDIGO DASHED LINES -  
DRAINAGE RESERVE AREA
- V VIOLET-  
SSF COMMON AREAS AND FACILITIES
- R RED-  
GOVERNMENT ACCOMMODATION
- GY GREY STIPPLED BLACK-  
HS PORTION (GREENERY AREA)  
AREA = 695.161 SQ.M.
- CROSS-HATCHED BLACK-  
EXCEPTED AND RESERVED AREA (ABOVE 20mPD)

- A.D. - AIR DUCT
- C.D. - CABLE DUCT
- P.D. - PIPE DUCT
- S.L. - SMOKE LOBBY
- S.V. - SMOKE VENT
- WMC - WATER METER CABINET
- ▲ COMMON ACCESS TO  
GREENERY AREA



I hereby certify the accuracy  
of this plan

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程項目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC - GROUND FLOOR PLAN	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-03
REV / 修訂	B   C   D   E   F   G   H   I



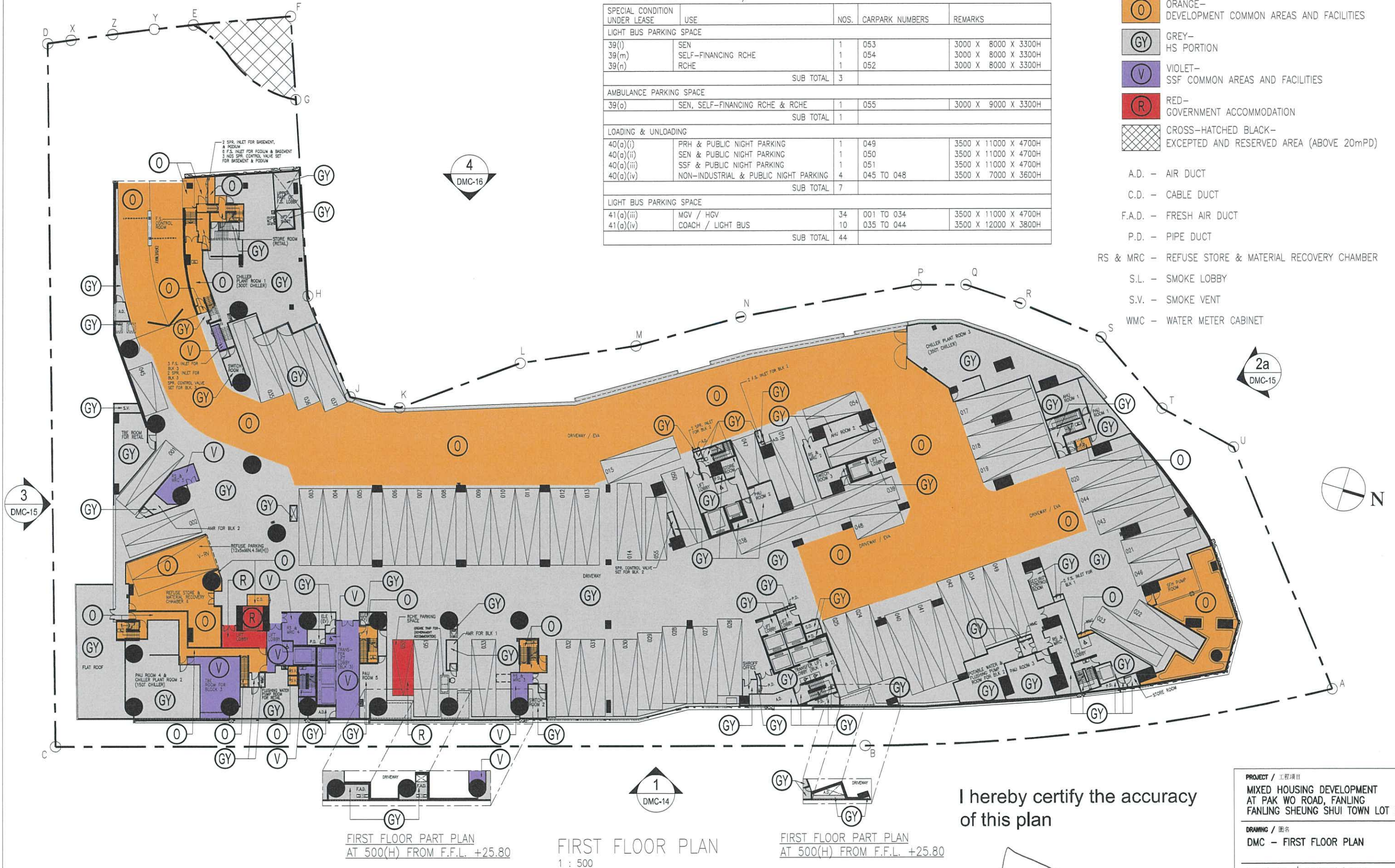
# CAR PARK SUMMARY - 1/F

SPECIAL CONDITION UNDER LEASE	USE	NOS.	CARPARK NUMBERS	REMARKS
LIGHT BUS PARKING SPACE				
39(i)	SEN	1	053	3000 X 8000 X 3300H
39(m)	SELF-FINANCING RCHE	1	054	3000 X 8000 X 3300H
39(n)	RCHE	1	052	3000 X 8000 X 3300H
SUB TOTAL		3		
AMBULANCE PARKING SPACE				
39(o)	SEN, SELF-FINANCING RCHE & RCHE	1	055	3000 X 9000 X 3300H
SUB TOTAL		1		
LOADING & UNLOADING				
40(a)(i)	PRH & PUBLIC NIGHT PARKING	1	049	3500 X 11000 X 4700H
40(a)(ii)	SEN & PUBLIC NIGHT PARKING	1	050	3500 X 11000 X 4700H
40(a)(iii)	SSF & PUBLIC NIGHT PARKING	1	051	3500 X 11000 X 4700H
40(a)(iv)	NON-INDUSTRIAL & PUBLIC NIGHT PARKING	4	045 TO 048	3500 X 7000 X 3600H
SUB TOTAL		7		
LIGHT BUS PARKING SPACE				
41(a)(iii)	MGV / HGV	34	001 TO 034	3500 X 11000 X 4700H
41(a)(iv)	COACH / LIGHT BUS	10	035 TO 044	3500 X 12000 X 3800H
SUB TOTAL		44		

## LEGEND:

- ORANGE-  
DEVELOPMENT COMMON AREAS AND FACILITIES
- GREY-  
HS PORTION
- VIOLET-  
SSF COMMON AREAS AND FACILITIES
- RED-  
GOVERNMENT ACCOMMODATION
- CROSS-HATCHED BLACK-  
EXCEPTED AND RESERVED AREA (ABOVE 20mPD)

- A.D. - AIR DUCT
- C.D. - CABLE DUCT
- F.A.D. - FRESH AIR DUCT
- P.D. - PIPE DUCT
- RS & MRC - REFUSE STORE & MATERIAL RECOVERY CHAMBER
- S.L. - SMOKE LOBBY
- S.V. - SMOKE VENT
- WMC - WATER METER CABINET



I hereby certify the accuracy  
of this plan

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程項目  
MIXED HOUSING DEVELOPMENT  
AT PAK WO ROAD, FANLING  
FANLING SHEUNG SHUI TOWN LOT NO.264

DRAWING / 圖名  
DMC - FIRST FLOOR PLAN

SCALE / 比例  
AS SHOWN

JOB NUMBER / 工程編號  
5230

DRAWING NUMBER / 圖號  
DMC-04

REV / 修訂 | B | C | D | E | F | G | H | I









LEGEND:

- ORANGE—  
DEVELOPMENT COMMON AREAS AND FACILITIES
- GREY—  
HS PORTION
- VIOLET—  
SSF COMMON AREAS AND FACILITIES
- RED—  
GOVERNMENT ACCOMMODATION
- GREY STIPPLED BLACK—  
HS PORTION (GREENERY AREA)  
AREA = 399.851 SQ.M.
- GREY HATCHED BLACK—  
HS PORTION (HS RECREATIONAL FACILITIES)
- GREY CROSS-HATCHED BLACK—  
HS PORTION (COVERED WALKWAY)
- VIOLET STIPPLED BLACK—  
SSF COMMON AREAS AND FACILITIES (GREENERY AREA)  
AREA = 1031.891 SQ.M.
- VIOLET HATCHED BLACK—  
SSF COMMON AREAS AND FACILITIES (SSF RECREATIONAL FACILITIES)
- CROSS-HATCHED BLACK—  
EXCEPTED AND RESERVED AREA (ABOVE 20mPD)
- C.D. — CABLE DUCT
- EMR — ELECTRICAL METER ROOM
- LAV. — LAVATORY
- P.D. — PIPE DUCT
- W.M.C. — WATER METER CABINET
- COMMON ACCESS TO GREENERY AREA

THIRD FLOOR PLAN  
1 : 500

I hereby certify the accuracy  
of this plan

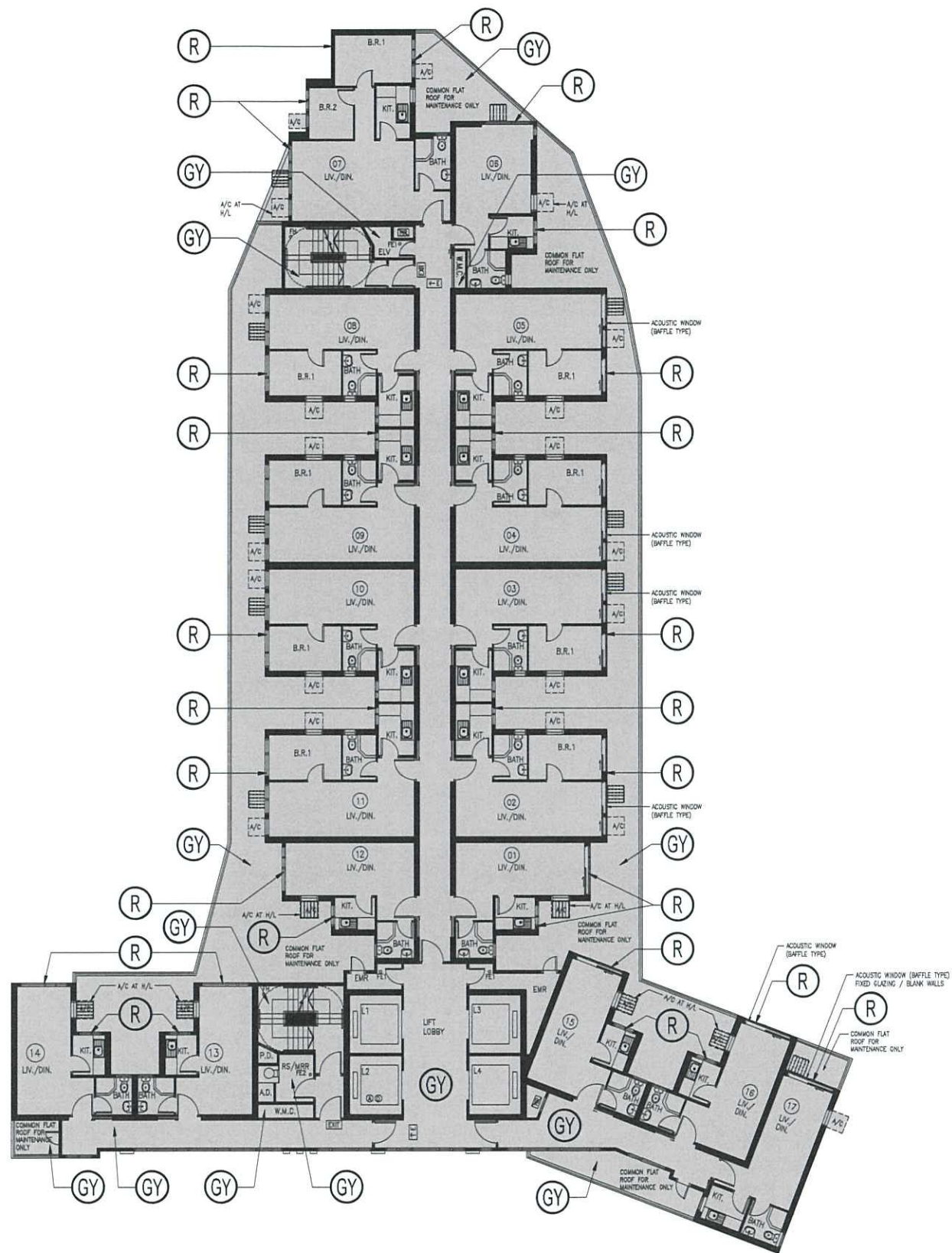
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程項目  
MIXED HOUSING DEVELOPMENT  
AT PAK WO ROAD, FANLING  
FANLING SHEUNG SHUI TOWN LOT NO.264

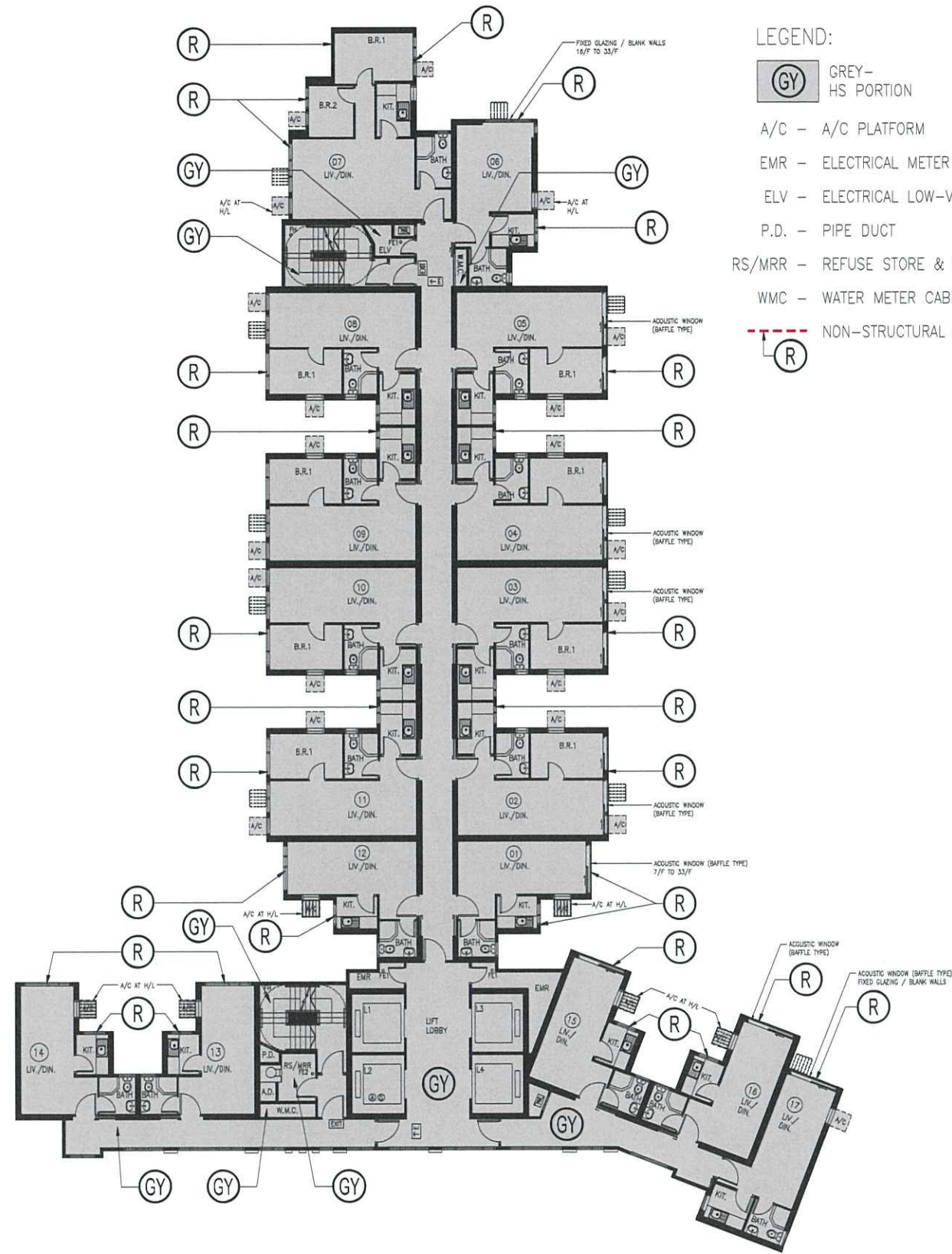
DRAWING / 圖名  
DMC - THIRD FLOOR PLAN

SCALE / 比例 AS SHOWN	JOB NUMBER / 工程編號 5230
	DRAWING NUMBER / 圖號 DMC-06
REV / 修訂	B   C   D   E   F   G   H   I





BLOCK 1 - FOURTH FLOOR PLAN (4/F)  
1 : 250



BLOCK 1 - TYPICAL FLOOR PLAN (5/F - 33/F)  
1 : 250

LEGEND:

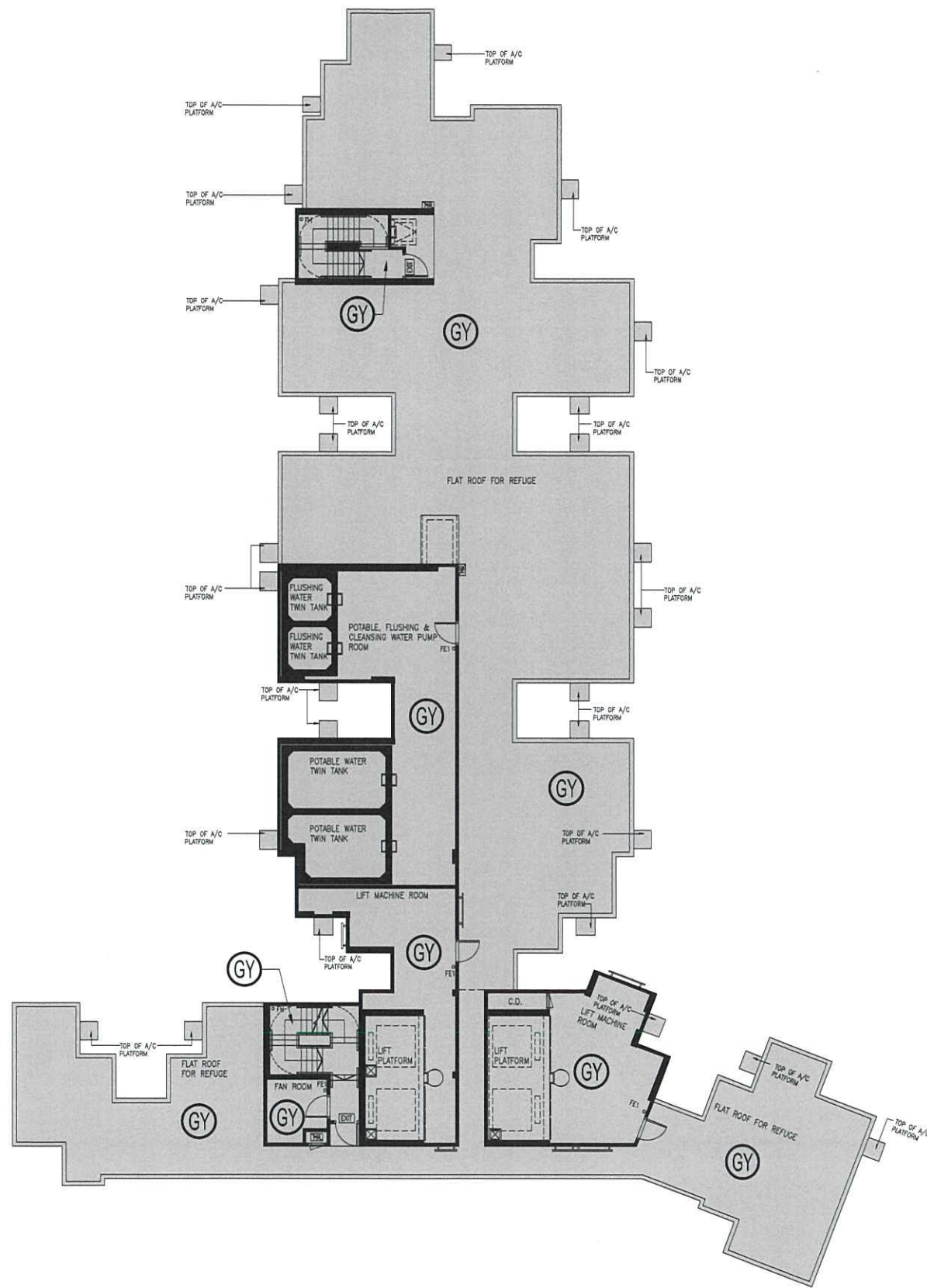
- GY GREY-HS PORTION
- A/C - A/C PLATFORM
- EMR - ELECTRICAL METER ROOM
- ELV - ELECTRICAL LOW-VOLTAGE ROOM
- P.D. - PIPE DUCT
- RS/MRR - REFUSE STORE & MATERIAL RECOVERY ROOM
- WMC - WATER METER CABINET
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL

I hereby certify the accuracy  
of this plan

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程項目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC - FLOOR PLAN OF BLOCK 1 (PRH) - 1	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-07
REV / 修訂	-   A   B   C   D   E   F   G





BLOCK 1 – MAIN ROOF FLOOR PLAN  
1 : 250



BLOCK 1 – UPPER ROOF FLOOR PLAN  
1 : 250

LEGEND:  
 GREY – HS PORTION  
 A/C – A/C PLATFORM

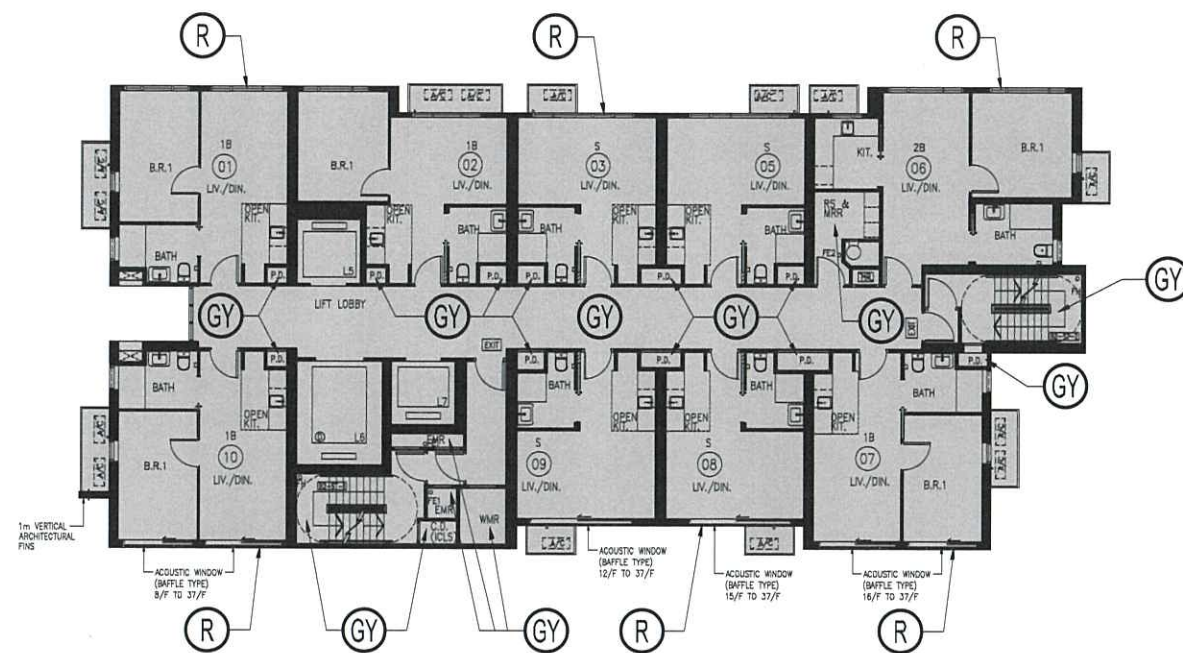


BLOCK 1 – TOP ROOF PLAN  
1 : 250

I hereby certify the accuracy  
of this plan

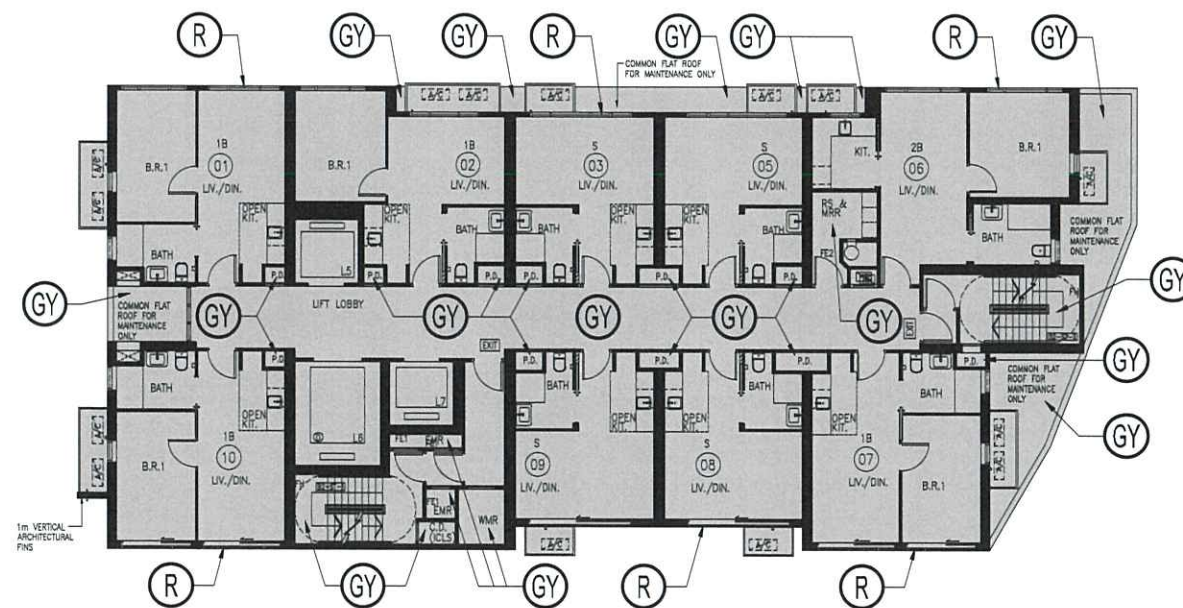
  
 LEE MING-YEN JENNIFER  
 AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程項目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC – FLOOR PLAN OF BLOCK 1 (PRH) – 2	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-08
REV / 修訂	-   A   B   C   D



BLOCK 2 – TYPICAL FLOOR PLAN (6/F – 37/F)  
(13/F, 14/F, 24/F AND 34/F OMITTED)

1 : 250



BLOCK 2 – FIFTH FLOOR PLAN (5/F)

1 : 250

# LEGEND:

GY GREY-  
HS PORTION

A/C – A/C PLATFORM

C.D.(ICLS) – CABLE DUCT

EMR – ELECTRICAL METER ROOM

P.D. – PIPE DUCT

RS & MRR – REFUSE STORE & MATERIAL RECOVERY ROOM

WMR – WATER METER ROOM

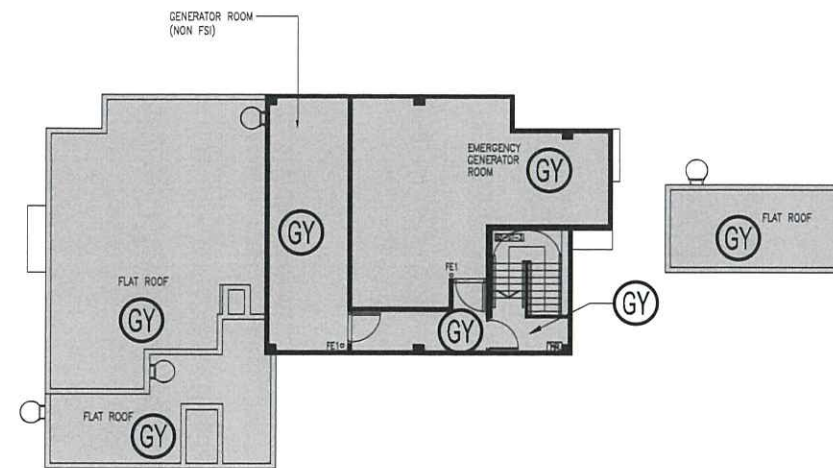
NON-STRUCTURAL PREFABRICATED EXTERNAL WALL

I hereby certify the accuracy  
of this plan

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

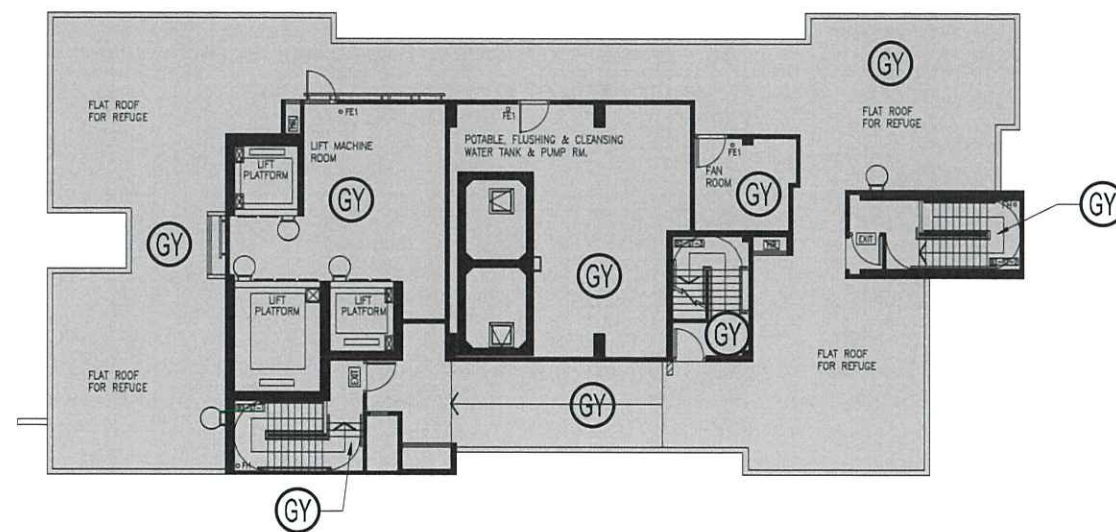
PROJECT / 工程項目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC – FLOOR PLAN OF BLOCK 2 (SEN) – 1	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-09
REV / 修訂	-   A   B   C   D   E   F



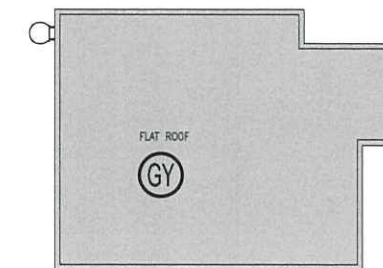


LEGEND:  
 GY GREY-HS PORTION

BLOCK 2 - UPPER ROOF PLAN  
 1 : 250



BLOCK 2 - ROOF PLAN  
 1 : 250



BLOCK 2 - TOP ROOF PLAN  
 1 : 250

I hereby certify the accuracy  
 of this plan

LEE MING YEN JENNIFER  
 AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程項目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC - FLOOR PLAN OF BLOCK 2 (SEN) - 2	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-10
REV / 修訂	-   A   B   C   D





- LEGEND:
- VIOLET—SSF COMMON AREAS AND FACILITIES
  - VIOLET CROSS-HATCHED BLACK—SSF COMMON AREAS AND FACILITIES (WIDER COMMON CORRIDORS AND LIFT LOBBIES)
  - BAL. — BALCONY
  - UTIL. — UTILITY PLATFORM
  - A/C — A/C PLATFORM
  - A.D. — AIR DUCT
  - EAD — EXHAUST AIR DUCT
  - EMR — ELECTRICAL METER ROOM
  - ELV — ELECTRICAL LOW-VOLTAGE ROOM
  - P.D. — PIPE DUCT
  - RS & MRR — REFUSE STORE & MATERIAL RECOVERY ROOM
  - WMC — WATER METER CABINET
  - W.M.R. — WATER METER ROOM
  - NON-STRUCTURAL PREFABRICATED EXTERNAL WALL

BLOCK 3 — TYPICAL FLOOR PLAN (4/F)  
1 : 250

I hereby certify the accuracy  
of this plan




LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程项目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC — FLOOR PLAN OF BLOCK 3 (SSF) — 1	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-11
REV / 修訂	-   A   B   C   D   E   F





LEGEND:

-  VIOLET-SSF COMMON AREAS AND FACILITIES
-  VIOLET CROSS-HATCHED BLACK-SSF COMMON AREAS AND FACILITIES (WIDER COMMON CORRIDORS AND LIFT LOBBIES)
- BAL. - BALCONY
- UTIL. - UTILITY PLATFORM
- A/C - A/C PLATFORM
- A.D. - AIR DUCT
- EAD - EXHAUST AIR DUCT
- EMR - ELECTRICAL METER ROOM
- ELV - ELECTRICAL LOW-VOLTAGE ROOM
- P.D. - PIPE DUCT
- RS & MRR - REFUSE STORE & MATERIAL RECOVERY ROOM
- WMC - WATER METER CABINET
- W.M.R. - WATER METER ROOM
-  NON-STRUCTURAL PREFABRICATED EXTERNAL WALL

BLOCK 3 - TYPICAL FLOOR PLAN (5/F - 32/F)  
1 : 250

I hereby certify the accuracy  
of this plan

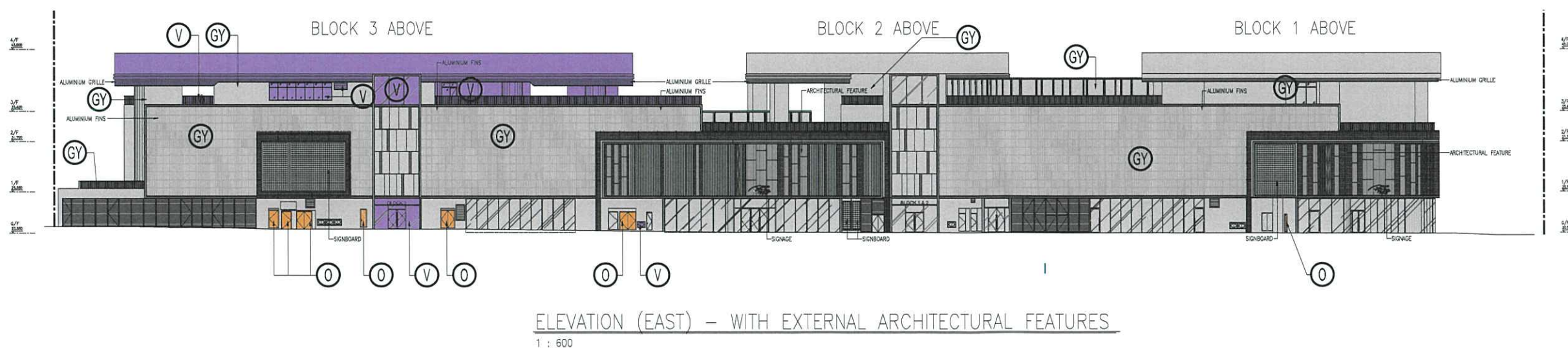
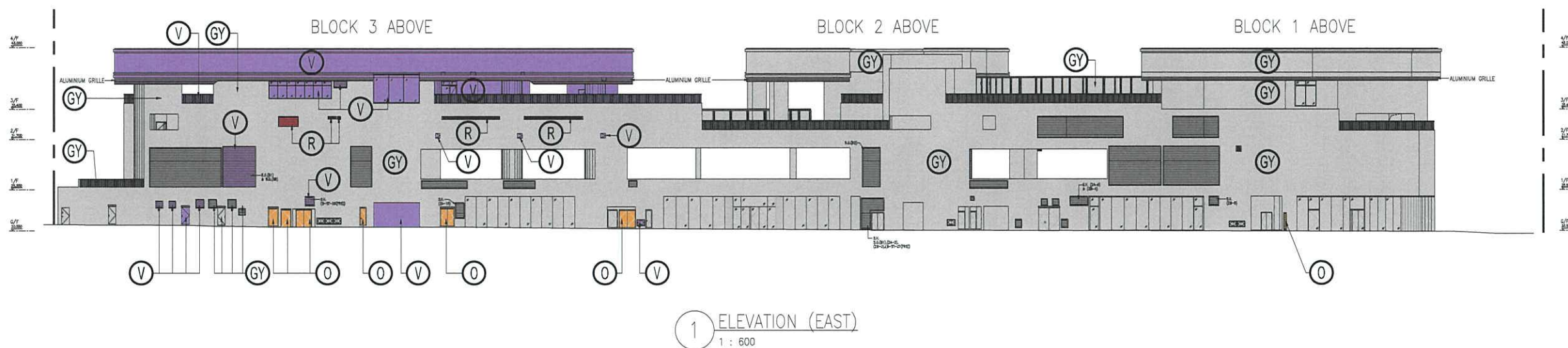
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程項目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC - FLOOR PLAN OF BLOCK 3 (SSF) - 2	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-12
REV / 修訂	-   A   B   C   D   E   F



LEGEND:-

- O ORANGE-  
DEVELOPMENT COMMON AREAS AND FACILITIES
- GY GREY-  
HS PORTION
- V VIOLET-  
SSF COMMON AREAS AND FACILITIES
- R RED-  
GOVERNMENT ACCOMMODATION



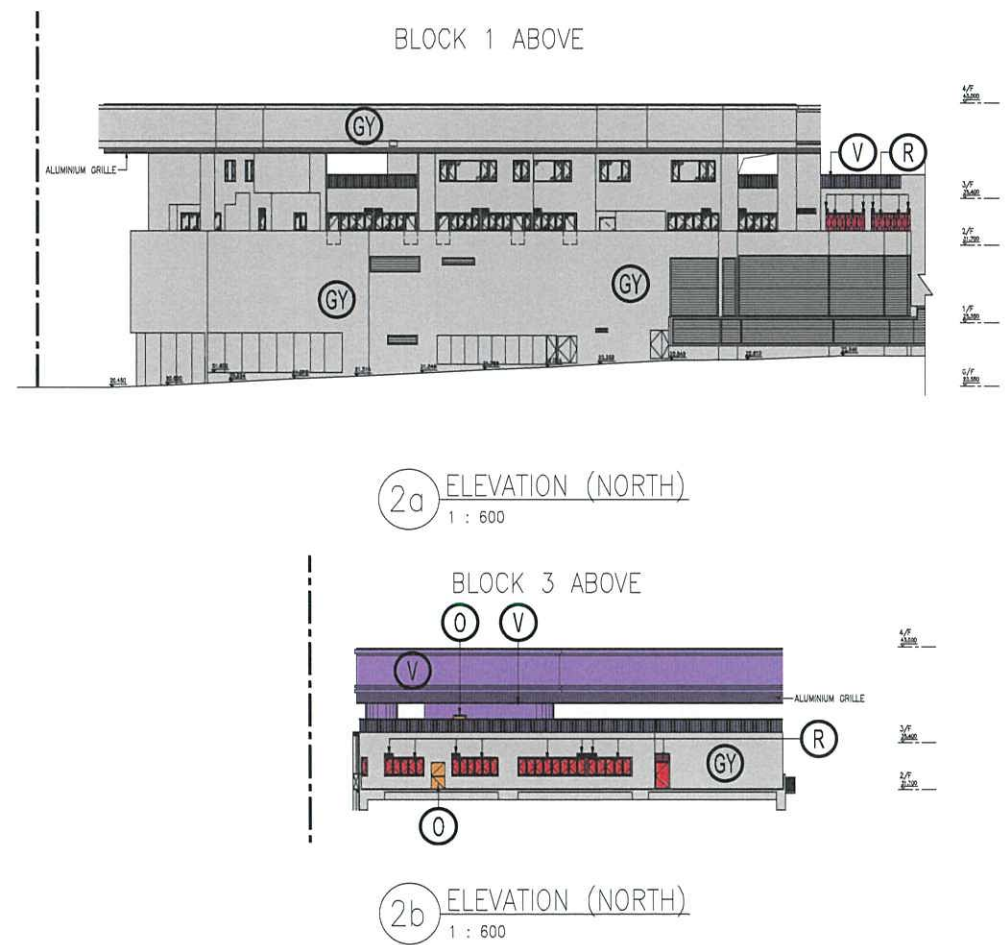
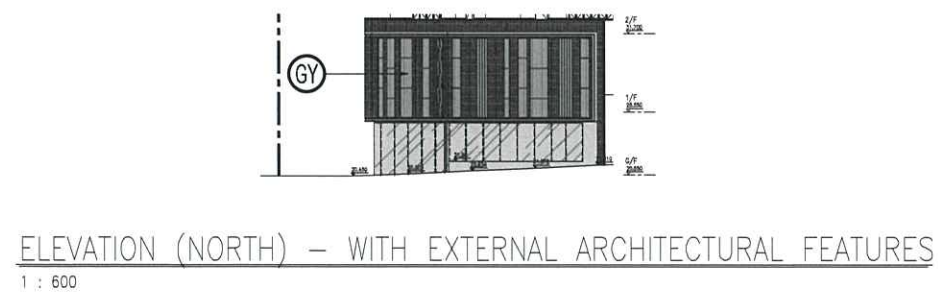
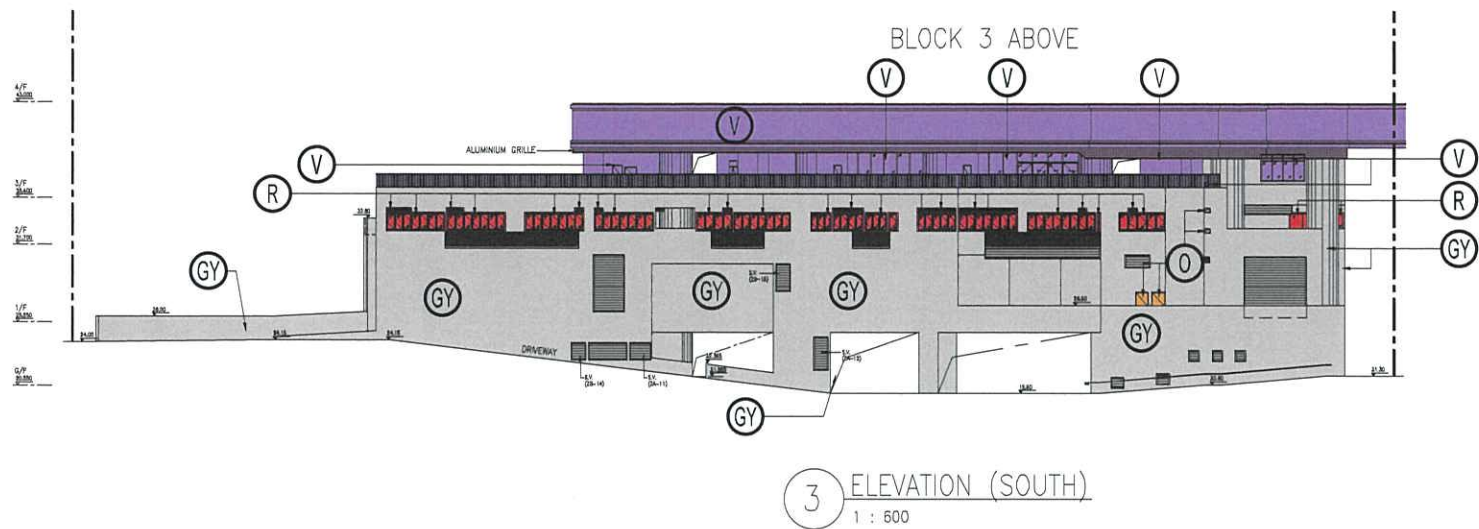
I hereby certify the accuracy  
of this plan

  
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程項目 MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名 DMC - SITE ELEVATION (EAST)	
SCALE / 比例 AS SHOWN	JOB NUMBER / 工程編號 5230
	DRAWING NUMBER / 圖號 DMC-14
REV / 修訂	-   A   B   C   D   E   F



- LEGEND:
- ORANGE—  
DEVELOPMENT COMMON AREAS AND FACILITIES
  - GREY—  
HS PORTION
  - VIOLET—  
SSF COMMON AREAS AND FACILITIES
  - RED—  
GOVERNMENT ACCOMMODATION



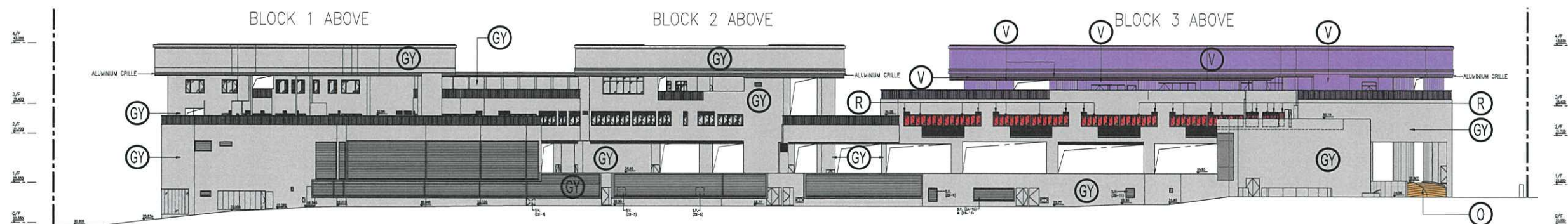
I hereby certify the accuracy  
of this plan

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AUTHORIZED PERSON - ARCHITECT

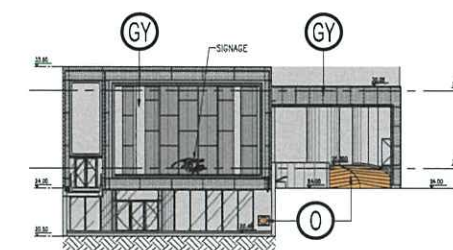
PROJECT / 工程項目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC - SITE ELEVATION (SOUTH & NORTH)	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-15
REV / 修訂	-   A   B   C   D   E

LEGEND:

- O ORANGE—  
DEVELOPMENT COMMON AREAS AND FACILITIES
- GY GREY—  
HS PORTION
- V VIOLET—  
SSF COMMON AREAS AND FACILITIES
- R RED—  
GOVERNMENT ACCOMMODATION



4 ELEVATION (WEST)  
1 : 600



ELEVATION (WEST 1) — WITH EXTERNAL ARCHITECTURAL FEATURES  
1 : 600

I hereby certify the accuracy  
of this plan

  
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程項目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC - SITE ELEVATION (WEST)	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-16
REV / 修訂	-   A   B   C   D

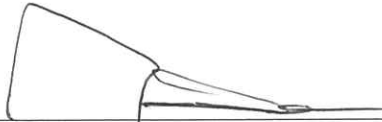


LEGEND:  
 YELLOW-  
SLOPE AND RETAINING STRUCTURES



SLOPE AND RETAINING STRUCTURE PLAN – GROUND FLOOR PLAN  
1 : 500

I hereby certify the accuracy  
of this plan

  
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

PROJECT / 工程项目	
MIXED HOUSING DEVELOPMENT AT PAK WO ROAD, FANLING FANLING SHEUNG SHUI TOWN LOT NO.264	
DRAWING / 圖名	
DMC - GROUND FLOOR PLAN (SLOPE AND RETAINING STRUCTURE PLAN)	
SCALE / 比例	JOB NUMBER / 工程編號
AS SHOWN	5230
	DRAWING NUMBER / 圖號
	DMC-17
REV / 修訂	-   A   B   C   D   E   F

## **APPENDIX 2**

### **The Noise Mitigation Measures**

#### **(I) Noise Mitigation Measures at 2<sup>nd</sup> Floor**

<b>Location</b>		<b>Noise Mitigation Measures</b>
self-financing RCHE	Sick Bay / End-of-Life Room	Fixed glazing / blank walls 1.2 m architectural fin
	Sick Bay	Fixed glazing / blank walls 0.8 m architectural fin
	--	1.1 mH solid parapet (northern side of the site)
RCHE	Dormitory 10	Fixed glazing / blank walls
	Sick Bay / Isolation Room 2	Fixed glazing / blank walls 1.2 mH solid parapet
	--	1.2 mH solid parapet (southeastern side of the site)
	--	1.1 mH solid parapet (southwestern side of the site)
Area between the self-financing RCHE and the RCHE		1.1 mH solid parapet (parallel to Pak Wo Road)
		1.1 mH solid parapet (western side of the site)

Note: The above Noise Mitigation Measures (save and except the fixed glazing provided at the RCHE) will form part of the HS Portion.

#### **(II) Noise Mitigation Measures for residential towers**

*[English name of Block 1]*

<b>Unit</b>	<b>Room</b>	<b>Floor</b>	<b>Noise Mitigation Measures</b>
01	Living / dining room	7/F to 33/F	Acoustic window (baffle type)
02	Living / dining room	4/F to 33/F	Acoustic window (baffle type)
03	Living / dining room	4/F to 33/F	Acoustic window (baffle type)
04	Living / dining room	4/F to 33/F	Acoustic window (baffle type)
05	Living / dining room	4/F to 33/F	Acoustic window (baffle type)
06	Living / dining room	16/F to 33/F	Fixed glazing / blank walls
16	Living / dining room	4/F to 33/F	Acoustic window (baffle type)
17	Living / dining room	4/F to 33/F	Acoustic window (baffle type)
			Fixed glazing / blank walls

**[English name of Block 2]**

Unit	Room	Floor	Noise Mitigation Measures
07	Bedroom 1	16/F to 37/F	Acoustic window (baffle type)
	Living / dining room		Acoustic window (baffle type)
08	Living / dining room	15/F to 37/F	Acoustic window (baffle type)
09	Living / dining room	12/F to 37/F	Acoustic window (baffle type)
10	Bedroom 1	5/F to 37/F	1m vertical architectural fins
		8/F to 37/F	Acoustic window (baffle type)
	Living / dining room	8/F to 37/F	Acoustic window (baffle type)

Note: There is no designation of 13/F, 14/F 24/F and 24/F in [English name of Block 2].

**[English name of Block 3]**

Unit	Room	Floor	Noise Mitigation Measures
A-6	Master Bedroom	4/F to 32/F	Acoustic window (top-hung type)
	Bedroom 1	4/F to 32/F	Acoustic window (top-hung type)
	Living / dining room	4/F to 32/F	Enhanced acoustic balcony
A-7	Master Bedroom	4/F to 32/F	Acoustic window (top-hung type)
	Bedroom 1	4/F to 32/F	Acoustic window (top-hung type)
	Living / dining room	4/F to 32/F	Enhanced acoustic balcony
A-8	Master Bedroom	4/F to 32/F	Acoustic window (top-hung type)
	Bedroom 1	4/F to 32/F	Acoustic window (top-hung type)
	Living / dining room	4/F to 32/F	Enhanced acoustic balcony
A-9	Master Bedroom	6/F to 32/F	Acoustic window (top-hung type)
		4/F to 5/F	Fixed glazing / blank walls
	Bedroom 1	4/F to 32/F	Acoustic window (top-hung type)
B-4	Living / dining room	4/F to 32/F	Enhanced acoustic balcony
	Master Bedroom	4/F to 32/F	Acoustic window (top-hung type)
		4/F to 32/F	1.5m vertical architectural fins
B-5	Master Bedroom	4/F to 32/F	Acoustic window (top-hung type)
	Bedroom 1	4/F to 32/F	Acoustic window (top-hung type)
	Living / dining room	4/F to 32/F	Enhanced acoustic balcony
B-6	Master Bedroom	4/F to 32/F	Acoustic window (top-hung type)
	Bedroom 1	4/F to 32/F	Acoustic window (top-hung type)
	Living / dining room	4/F to 32/F	Enhanced acoustic balcony