

THIS DEED made the 9th day of April 2021

BETWEEN :

- (1) HILL CONCEPT LIMITED (峰圖有限公司) whose registered office is situate at 28th Floor, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong (hereinafter called "the Registered Owner" which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) EMPEROR PROPERTY MANAGEMENT (HK) LIMITED (英皇物業管理(香港)有限公司) whose registered office is situate at 28th Floor, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong (hereinafter called "the Manager") of the second part; and
- (3) [REDACTED] (holder of Hong Kong Identity Card [REDACTED] of Flat [REDACTED] on the [REDACTED] Floor of Central 8, No.8 Mosque Street, Hong Kong (hereinafter called "the Covenantee Owner" which expression shall where the context so admits include his executors, administrators and assigns and in the case of a corporation its successors and assigns) of the third part.

WHEREAS:

- (1) Immediately prior to the assignment to the Covenantee Owner of the premises hereinafter referred to, the Registered Owner was in exclusive possession of ALL THOSE pieces or parcels of ground registered in the Land Registry respectively as THE REMAINING PORTION OF SECTION A OF SUBSECTION 3 OF SECTION A OF INLAND LOT NO.58, SUBSECTION 3 OF SECTION B OF INLAND LOT NO.58, SUBSECTION 1 OF SECTION A OF SUBSECTION 3 OF SECTION A OF INLAND LOT NO.58 and SUBSECTION 2 OF SECTION B OF INLAND LOT NO.58 (hereinafter referred to as "the Land") HELD from the Government hereinafter defined for the residue of the term of years and upon such terms and conditions as are set out in the First Schedule hereto.
- (2) The Registered Owner has erected on the Land the Building and has obtained the Occupation Permit from the Building Authority.
- (3) For the purpose of sale, the Land and the Building have been notionally divided into 2,350 equal undivided parts or shares which are more particularly set out in the Second Schedule hereto.
- (4) For the purpose of fixing and determining the amount to be contributed by each Owner to the management expenses of the Building, Management Shares shall be allocated to the part or parts of the Building in the manner as are more particularly provided in the Third Schedule hereto.
- (5) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the Covenantee Owner of the other part, the Registered Owner assigned



註冊摘要編號 Memorial No.: 21042100440020

DOC

unto the Covenantee Owner All Those [redacted] equal undivided 2,350th parts or shares of and in the Land and the Building together with the exclusive right to hold use occupy and enjoy ALL THAT FLAT [redacted] on the [redacted] FLOOR with Balcony of the Building ("the said premises") subject to the Government Grant.

(6) The parties hereto have agreed to enter into these presents to provide for the proper management, operation, servicing, maintenance, repair, decoration, renovation, improvement and insurance of the Land and the Building and for the purposes of defining and regulating the rights interests and obligations of themselves and all subsequent owners in respect of the Land and the Building.

NOW THIS DEED WITNESSETH as follows:

SECTION I

DEFINITIONS

In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits :

- "Authorised Person" Mr. Lai Siu Kin of Lu Tang Lai Architects Limited and this expression shall include any other authorised person or persons as defined in Section 2(1) of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) for the time being appointed by the Registered Owner in his place.
- "Building" The whole of the building now erected on the Land and now known as "Central 8 (半山捌號)".
- "Chairman" The chairman of the Owners' Committee appointed in accordance with the provisions hereof from time to time.
- "Common Areas" All those areas or parts of the Land and the Building the right to the use of which is designated by the Registered Owner in accordance with the provisions of this Deed for the common use and benefit of the Owners and occupiers of the Units and is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, all those part or parts of the external walls of the Building including:
(1) architectural fins and features thereon; and
(2) the curtain wall structures of the Building (except (i) the openable parts of the curtain wall structures which form parts of the relevant Units; and (ii) such pieces of glass panels of the openable parts of curtain wall structure wholly and exclusively

enclosing a Unit);

but excluding the glass panels of the external walls of the Building wholly and exclusively enclosing a Unit, glass balustrades, metal balustrades or railings of the balconies, flat roofs or specified parts of roofs which form parts of the relevant Units;

parapet-walls, canopies, cladding, flat roofs (which do not form part of any Units), roofs, Recreational Facilities, Slopes and Retaining Walls which are located within the Land, Rights of Way, greenery areas, refuge floor, cover of utility platform, cover of balcony, telecommunications and broadcasting room, cleansing water pump room, Transformer Room, fresh & flushing water pump rooms, flushing water tank room, swimming pool, sprinkler pump rooms, fire service & drencher pump rooms, sprinkler control valve and sprinkler inlet cabinet, planters/planting area, air-conditioning platforms, caretaker's office, emergency generator room, switch room 1 and switch room 2, filtration plant room, refuse storage & material recovery chamber, fire control centre, sprinkler, drencher deluge valve, fire service & drencher inlet cabinet, lift lobbies, entrances lobbies, lift pits, Staircase-1 and Staircase-2, staircases, lift shafts, pipe ducts, electrical duct, water meter cabinet, lift machine room, cat ladder, town gas cabinet, metal canopy, metal louver, wind guard, wall signboard, unexcavated area, high voltage gear room, fire service water meter cabinet, duct space for fire service pipe and areas for installation or use of aerial broadcast distribution or telecommunications network facilities and such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong). For the purpose of identification, the Common Areas are shown coloured green, green hatched black, green dotted black, green stippled black and green cross-hatched black on the plans certified as to their accuracy by and on behalf of the Authorized Person annexed hereto.

"Common Facilities"

All those installations and facilities in the Common Areas used in common by or installed for the common benefit of all the Units and not for the exclusive use or benefit of any individual Unit and which, without limiting the generality of the foregoing, include drains, switches, channels, ventilation air ducts, fresh air duct, exhaust air duct, meters, pipes, pumps, wires, cables, lights, antennae, lifts, lift cars, installations and facilities in the lift machine rooms, water tanks, flushing water tank, potable water tanks, sprinkler water tanks, drencher water tank, water meter cabinet, fire services water tank, fire warning and fighting equipment, hose reels, security systems, gondola system, refuse disposal equipment and apparatus, recreational and other facilities in the Recreational Facilities and other service facilities apparatus

whether ducted or otherwise.

“Common Areas and Facilities”

Collectively the Common Areas and the Common Facilities.

“Fire Safety Management Plan”

The fire safety management plan and measures relating to the Units with Open Kitchen required to be implemented by the Buildings Department and set out in the Fifth Schedule hereto and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority.

“Government”

The Government of The Hong Kong Special Administrative Region for the time being entrusted with the rule and administration of The Hong Kong Special Administrative Region including any government department(s) and/or any other persons acting with the authority of the Government of The Hong Kong Special Administrative Region.

“Government Grant”

The document of title setting forth the rights and entitlements granted by the Government in respect of the Land as more particularly described in the First Schedule hereto as modified by any subsequent extensions or variations or modifications thereto or renewals thereof (if any).

“Green and Innovative Features”

All those green and innovative features which are exempted from the calculation of gross floor area or site coverage or both of the Building by the Building Authority and the Director of Lands, which comprise balconies and utility platforms and for the purpose of identification only, they are shown on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed hereto.

“Hong Kong”

The Hong Kong Special Administrative Region.

“House Rules”

The rules which have been or may be made in accordance with the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and pursuant to these presents by the Manager relating to the use, operation and maintenance of the Building from time to time.

“maintain”

Operate, service, repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, renovate, improve and decorate or any of such of the foregoing as may be applicable in the circumstances and are in the interest of good estate management.

“management”	All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
“Management Budget”	The annual budget prepared by the Manager in accordance with Subsection D of Section VI of this Deed.
“management expenditure” or “management expenses”	All costs, expenses and charges reasonably and necessarily incurred or to be incurred for the management of the Land and the Building.
“management fund”	All monies received, recovered or held by the Manager pursuant to this Deed except only the Manager’s Remuneration and the Special Fund.
“Management Shares”	The shares allocated or to be allocated to the Units of the Building as set out in the Third Schedule hereto for the purpose of determining the due proportion of the management expenses payable by each Owner.
“Manager”	The Manager or any other manager for the time being appointed under the provisions in these presents to manage the Land and the Building pursuant to the provisions of this Deed.
“Manager's Remuneration”	The remuneration payable to the Manager pursuant to the provisions of this Deed.
“Non-enclosed Areas”	All those (1) balconies and the covered areas beneath the balconies and (2) utility platforms and the covered areas beneath the utility platforms of the Units. For the purpose of identification only, the balconies and utility platforms are shown and marked “BALCONY” and “UTILITY PLATFORM” respectively on the plans certified as to their accuracy by and on behalf of the Authorized Person annexed hereto. Covenants and provisions in respect thereof are contained in Clause 48 of Section V of this Deed.
“Occupation Permit”	An Occupation Permit (including a temporary Occupation Permit) relating to the Building issued by the Building Authority.
“Open Kitchen”	The open kitchen (if any) provided within the Unit(s) as for the purpose of identification shown and marked “OPEN KITCHEN” on the plans hereto annexed.
“Owner or Owners”	The person or persons who for the time being appear(s) from the record(s) at the Land Registry to be the owner(s) of the undivided share(s) and shall include the registered mortgagee (as defined in

the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong)) in possession of the undivided share(s).

- “Owners' Committee” The Owners' Committee formed under the provisions of this Deed.
- “Owners' Corporation” The Owners' Corporation of the Building incorporated under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).
- “person” A natural person, a legal person, a body corporate or unincorporated or other judicial person, partnership, firm, joint venture or trust.
- “Plans” The plans for the Building of the Land approved by the Building Authority under Reference No. BD2/2020/15 including any approved amendments thereto.
- “Recreational Facilities” All recreational facilities including, but not limited to, the clubhouse together with swimming pool, covered landscape area, footbath, accessible lavatory/ male lavatory, female lavatory and gymnasium and other areas or facilities provided within the Building for common use by the Owners and residents of the Units and their bona fide visitors for recreational purposes and shall not be used for any other purpose or by any other person without the prior consent of the Building Authority.
- “Rights of Way” All those rights of way as shown coloured green hatched black and marked “RIGHT OF WAY” on the Lower Ground Floor Plan certified as to their accuracy by and on behalf of the Authorized Person annexed hereto.
- “Slopes and Retaining Walls” Such slopes, slope treatment works, retaining walls and other structures within or outside the Land which are required to be maintained by the Owners under the Government Grant and which are, for the purpose of identification only, shown and coloured brown and yellow on the slope plan certified by the Authorized Person as to the inclusion of all the Slopes and Retaining Walls and annexed hereto.
- “Special Fund” A fund to be established and maintained by the Manager for payment of expenses of a capital nature. Such expenses of capital nature shall be of a kind not expected to be incurred annually and shall include, inter alia, expenses for the establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within the Common Areas and Facilities.

“Transformer Room”

The transformer room(s) within the Land including ventilation systems, building services, main walls, cable entry facilities, structures for cable ducts/troughs/raisers/draw pits and meter boards serving the transformer room(s).

“undivided share or shares”

Any equal undivided share(s) of and in the Land and the Building.

“Unit”

Any part or parts of the Building in respect of which a specific number of undivided share is allocated in accordance with this Deed and is intended for separate and exclusive use and occupation by the Owner thereof and shall have the same definition as “flat” under the Building Management Ordinance (Cap.344).

“Works and Installations”

The major works and installations in the Building which require regular maintenance on a recurrent basis, a schedule of which as at the date hereof is included in the Fourth Schedule to this Deed.

SECTION II

EXCLUSIVE RIGHTS OF REGISTERED OWNER AND COVENANTING OWNER

1. The Registered Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Covenanting Owner the whole of the Land and the Building together with the appurtenances thereto and the entire rents and profits thereof save and except All That the said premises and save and except the Common Areas and Facilities.
2. The Covenanting Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Registered Owner All That the said premises together with the appurtenances thereto and the entire rents and profits thereof.
3. Subject to Section VIII hereof, the respective grants hereinbefore contained shall in each case be for the residue of the term of years set out in the First Schedule hereto.
4. Each undivided share of and in the Land and the Building and the full and exclusive right and privilege to hold use occupy and enjoy any part of the Building shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements rights privileges and obligations contained herein.
5. The Owners and the Manager shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions set out in the Government Grant and this Deed and the benefit and burden thereof shall be annexed to every part of the Land and the Building and the undivided share or shares held therewith. The Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong) and any statutory amendments modifications or re-enactments thereof for the time being in force shall apply to these presents.
6. Subject to the provisions of the Government Grant, every Owner for the time being of any undivided share shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other undivided share or shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell assign mortgage lease licence or otherwise dispose of or deal with his undivided share or interest in the Land and the Building together with the exclusive right and privilege to hold use occupy and enjoy such part or parts of the Building which may be held therewith but any such sale assignment mortgage lease licence or other disposal shall be expressly subject to and with the benefit of this Deed.
7. (a) The right to the exclusive use occupation and enjoyment of any part of the Land or the Building shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the undivided share(s) with which the same is held Provided Always that the provisions of this Clause shall not extend to leases or tenancies the terms of which shall not exceed ten years (including any renewal thereof) at any one time.

- (b) The right to the exclusive use occupation and enjoyment of any balcony, utility platform, bay window and/or flat roof (if any) shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the Unit with which the balcony, utility platform, bay window and/or flat roof is/are held.

8. Each and every Owner covenants with the Registered Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the Registered Owner 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 Building and any interest therein that the Registered Owner shall for as long as it remains the beneficial owner of any undivided share of and in the Land and the Building have the right at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto the Registered Owner without the concurrence or approval of any other Owner, the Manager or any other person interested in the Land and the Building except otherwise provided in the following sub-clauses:

- (a) The full and unrestricted right privilege and power at all reasonable times hereafter to enter into and upon all parts of the Land (excluding those parts of the Building already assigned or exclusively owned by the other Owners) with all necessary equipment plant and materials for the purposes of completing (which includes but not limited to, rectification, touch up and repair works) the Building or any part thereof in accordance with the Plans and for such purposes to carry out all such works in under or over the Land as it may from time to time see fit provided that nothing herein shall absolve the Registered Owner from obtaining any Government approval which may be required for the same. The rights of the Registered Owner to enter the Land to carry out such works shall extend equally to all contractors agents workers and other persons authorized by the Registered Owner. The Registered Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land that the Owners his/their servants agents or licensees may or may not use or have access to or over while such works are being carried out Provided that:
 - (i) the Registered Owner shall at its own expense make good all damage caused to other Owners as a result of its acts in the course of the exercise of the rights under this sub-clause;
 - (ii) the Registered Owner shall ensure that the least disturbance and inconvenience will be caused to any Owner or any occupier of a Unit; and
 - (iii) the Registered Owner shall ensure that an Owner's sole and exclusive right and privilege to hold use and enjoy his Unit and the unimpeded access to and from his Unit shall not be affected.
- (b) Subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), the right to change, amend, vary, add to or alter the Plans in respect of such part(s) of the Building owned by the Registered Owner or any part thereof existing at the date hereof without the concurrence or approval of the Owners

or any of the parties hereto But nothing herein shall absolve the Registered Owner from the requirements of obtaining the prior written consent of the Director of Buildings and any other statutory Government authorities pursuant to the Government Grant provided that any such change amendment variation addition or alteration shall not interfere with an Owner's right to hold use occupy and enjoy the part of the Building which he owns or impede or restrict the access to and from any such part of the Building.

- (c) The right to enter into a sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Building owned by the Registered Owner Provided that such sub-deed or sub-deeds of mutual covenant shall not conflict with the provisions of the Government Grant or this Deed or any other sub-deed of mutual covenant.
- (d) The exclusive, full and unrestricted right and privilege from time to time to designate and/or re-designate the floor numbering, tower numbering and unit numbering of any part of the Building vested in the Registered Owner Provided that such designation and/or re-designation must be in accord with the Plans and shall conform with the numbering system as specified in the relevant Practice Note(s) issued by the Building Authority from time to time.
- (e) Subject to the approval by a resolution of the Owners at an Owners' meeting, the authority and right for the Registered Owner to negotiate and agree with the Government any amendment, alteration, variation or addition to the terms and conditions of the Government Grant (including the plan(s) annexed thereto) or any conditions thereof or for installing on government land pipes, sewers, subways or other facilities whether serving exclusively the Building or any part thereof in such manner as the Registered Owner may deem fit without the concurrence or approval of any Owner and to execute any documents in the name of the Registered Owner only and/or on behalf and in the name of all or some Owners in connection therewith without the necessity of joining in any other Owner, provided that such amendment, alteration, variation or addition or such documents shall not in any way affect an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or unreasonably impede or restrict the access to or from any part of the Building. Any benefit, payment or compensation received in relation to or incidental to such amendments, alteration, variation or addition or document shall be credited to the Special Fund.
- (f) The full right and power to designate and declare by deed or in writing any area or part or parts of the Land or the Building the sole and exclusive right to hold, use, occupy and enjoy of which and to receive the rents and profits therefrom is for the time being owned by the Registered Owner to be additional Common Areas whereupon with effect from and for the duration of such designation or declaration such area or part or parts shall form part of the Common Areas and the Owners or relevant Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Common Areas Provided that :

- (i) such designation are for the benefit of all Owners or the relevant Owners and the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained;
- (ii) the exercise of the rights of the Registered Owner under this sub-clause (f) shall not in any way interfere with any other Owner's exclusive right to hold, use, occupy and enjoy the Unit which such other Owner owns and his rights and interests under this Deed in respect of such Unit and shall not restrict or impede such other Owner's right of access to and from the Unit which such other Owner owns; and
- (iii) all the undivided shares allocated to the additional Common Areas shall be assigned to and vested in the Manager in accordance with the provisions of this Deed by a separate deed.

9. In connection with the exercise of or incidental to the Registered Owner's rights mentioned in the preceding Clause 8 of Section II of this Deed, each Owner agrees that the Registered Owner may without joining the Owners sign and/or seal and execute such deed(s) or document(s) as it consider(s) necessary or desirable and each Owner do hereby irrevocably appoint the Registered Owner as his attorney to exercise effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf and as his act and deed to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the Registered Owner to effectuate any of the aforesaid purposes and such Owner hereby covenants that he will ratify and confirm all that the Registered Owner as such attorney as aforesaid shall lawfully do or cause to be done by virtue of this Deed and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death incapacity or the winding up (as the case may be) of such Owner.

10. An Owner shall not assign alienate transfer or otherwise dispose of his Unit unless the relevant assignments, instrument in writing or document includes the following covenants:

“The Purchaser hereby covenants with the Vendor for itself and, if applicable, as agent for Hill Concept Limited (“Hill Concept”) to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any 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 Covenanteeing Purchaser”) and shall enure for the benefit of the undivided share(s) of and in the Land and the Building held by the Vendor and/or (as the case may be) Hill Concept and be enforceable by the Vendor and/or (as the case may be) Hill Concept that :

- (i) the Covenanteeing Purchaser grants confirms and acknowledges the rights liberty and privileges conferred on Hill Concept as the Registered Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement dated [] and the Covenanteeing

Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights liberty and privileges by Hill Concept.

- (ii) the Covenanting Purchaser hereby appoints Hill Concept acting singly to be its attorney and grants unto Hill Concept the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Covenanting Purchaser deliver such deed and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights liberty and privileges conferred on Hill Concept as the Registered Owner under Clause 8 of Section II of the Deed of Mutual Covenant incorporating Management Agreement as aforesaid and that the Covenanting Purchaser will ratify and confirm all that Hill Concept shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenanting Purchaser.
- (iii) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser.
- (iv) The Covenanting Purchaser shall not assign alienate transfer or otherwise dispose of the Property unless the relevant assignment, instrument in writing or document includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein contained.

Provided that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii), (iii) and (iv) hereinbefore contained.”

SECTION III

EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD
WITH EACH UNIT

1. The Owner of a Unit shall have the benefit of the following easements, rights and privileges subject to the provisions of this Deed, the House Rules and subject to the rights of the Registered Owner and the Manager:

- (a) Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass, over and along the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of such Unit.
- (b) The right to subjacent and lateral support and to shelter and protection from the other parts of the Building.
- (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services from and to the Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be, in, under or passing through such Unit or the Building or any part or parts thereof for the proper use and enjoyment of the Unit owned by the Owner.
- (d) The right for any Owner with or without workmen plant equipment and materials at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (as the case may be) the Owner of the relevant Unit (which consent shall not be unreasonably withheld) to enter upon other parts of the Land and the Building as may be necessary for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

2. The Owners of the Units shall have no right to enter upon any part of the Land and the Building save as expressly herein provided, it being understood that all work necessary for the maintenance and repair of the Land and the Building as a whole shall be carried out by the Manager who shall have the right to enter in or upon any part of the Land and/or the Building for that purpose as herein provided.

SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH
UNIT IS HELD

The following are the easements rights and privileges subject to which each undivided share and the exclusive right to hold use occupy and enjoy each Unit is held:

- (a) The Manager shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into go pass or repass over along and upon each Unit for the purposes of effecting necessary repairs to the Building and installing, inspecting, examining and maintaining the Common Areas or the Common Facilities of in under adjacent or adjoining to such Unit or any other apparatus and equipment used or installed for the benefit of the Land and the Building or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense make good any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, his staff and contractors.
- (b) The free and uninterrupted right of way over the Rights of Way as more particularly described in Clause 60 of Section V hereof.
- (c) Easements, rights and privileges of the Owners of other Units under Clause 1 of Section III hereof.
- (d) Easements, rights and privileges of the Registered Owner under Clause 8 of Section II hereof.
- (e) The Manager shall have full right and authority to control and manage the Common Areas and Facilities or any part thereof.

SECTION V

COVENANTS PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS

1. Every Owner on ceasing to be the Owner of any Unit of the Building shall forthwith notify the Manager in writing of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner, every such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date of such cessation.
2. Each Owner shall promptly pay and discharge all existing and future taxes rates assessments and outgoings of every kind and description for the time being assessed or payable in respect of the Unit owned by him and shall indemnify the other Owners from and against all liability therefor. Without limiting the generality of the foregoing, if any Unit shall have its own separate government water meter, then the water charges for the supply of water to such Unit shall be paid by the Owner thereof, but if two or more Units share the same government water meter, the water charges for the supply of water to such group of Units shall be shared and paid by the Owners thereof in proportion to the number of such Units for the time being owned by such Owners.
3. Each Owner shall pay to the Manager on the due date his due proportion of the management expenditure and Special Fund as hereinafter provided.
4. No Owner shall make or allow to make any structural alterations or additions to the Unit owned by him which may damage or affect the rights of other Owners or interfere with the use and enjoyment of any other part or parts of the Building whether in separate or common occupation nor shall the Manager make any structural alterations to any part of the Building which will interfere with or adversely affect the rights of Owners. No Owner shall use cut injure alter or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus on in or upon the Land or the Building not being equipment or apparatus for the exclusive use and benefit of any individual Owner. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this Clause.
5. No Owner shall permit or suffer to be done any act or thing in contravention of the covenants and conditions in the Government Grant under which the Land is held from the Government or whereby any insurance on the Building or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by an Owner in addition to any other liability incurred thereby such Owner shall pay the amount of any increase in premium caused by or on account of such breach. In the event of the Building or any part thereof being damaged or destroyed by fire or other perils at any time and the insurance money under any insurance against fire or such perils effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of such Owner as aforesaid, then and in such event, such Owner shall pay to the other Owners the whole or (as the case may be) a fair proportion of the cost of completely rebuilding or reinstating the same.
6. Each Owner shall be responsible for and shall indemnify the Manager all other

Owners and occupiers of any part of the Building against all actions proceedings claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Building owned by him or any person using such part of the Building with his consent express or implied or by or through or in any way owing to the overflow of water gas or other effluent therefrom.

7. Each Owner shall be responsible to the Manager and the other Owners for the time being for the acts and omissions of all persons occupying with his consent express or implied the Unit owned by him and shall pay all costs charges and expenses incurred in repairing or making good any loss or damage caused by the act neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair, such costs charges and expenses shall be recoverable by the Manager as hereinafter provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Building which the Manager is not responsible to repair or make good, such costs charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

8. No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and the Building.

9. No Owner shall do or permit or suffer to be done and each Owner shall take all possible steps to prevent his tenants occupiers or licensees from doing any act deed matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the maintenance of the Building.

10. Each Owner shall notwithstanding the obligations of the Manager to maintain the Building keep the Unit (including, without limitation, the Green and Innovative Features forming part of such Unit) in respect of which he is entitled to exclusive possession use and/or enjoyment and those fixtures fittings services or facilities which exclusively serve the same whether or not they are located inside his Unit in good repair and condition and shall be responsible for the financial support and maintenance of the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Building. The expenses of keeping in good and tenable repair and condition the interior of each Unit (including, without limitation, the Green and Innovative Features forming part of such Unit) and all the fixtures and fittings and all plumbing and other utility fittings and services therein or appertaining thereto (whether or not they are located inside or outside the Unit) and all the windows and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.

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

12. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose and no Owner shall use or permit or suffer the Unit owned by him to be used for any purpose other than that permitted by the Government Grant and the Building Authority and in

accordance with any applicable ordinance or other regulations or any Government or other permit consent or requirement from time to time applicable thereto and in particular no Owner shall use or permit or suffer any part of the Building to be used as a mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai (打 齋)" or any similar ceremony or as a boarding house, dance hall, guest house, hotel apartment, ballroom or pawn shop or for any offensive trade or business or cause or permit or suffer to be done any act or thing in his Unit which may be in contravention of the terms and conditions in the Government Grant or become a nuisance or annoyance to or cause danger to the other Owners or occupiers for the time being of any other part or parts of the Building.

13. No part of the Common Areas shall be obstructed or incumbered nor shall any articles boxes material refuse or any other matter or things be placed or left thereon nor shall any part of such Common Areas be used for any business or private purpose and no Owner will do or suffer or permit to be done anything in such Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Building.

14. The refuse storage and material recovery chamber and/or garbage disposal areas (if any) shall be used only in the manner prescribed by and subject to the House Rules.

15. No Owner shall have the right to enter into any areas housing the Common Facilities or to alter repair connect to or in any other way interfere with or affect the working of the Common Facilities without the prior written consent of the Manager and Provided that prior written notice is given to the Manager and the least disturbance is caused and any damage caused thereby shall be made good by the Manager at the expense of such Owner.

16. No Owner shall be entitled to connect to any aerial or other antenna installed by the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. No Owner shall affix or install his own private aerial or antenna outside any part of the Building.

17. No Owner shall do or permit to be done any act or thing which may or will alter the external appearance or facade of the Building or any part thereof and in particular no external shades, awnings, fences, metal grilles, partitions or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in, about, on or at any part of the external wall, flat roofs, roofs or upper roofs of the Building or any part thereof.

18. No external signs signboards notices advertisements flags banners poles cages brackets flowers shelves or other projections or structures whatsoever extending outside the exterior of the Building shall be erected installed or otherwise affixed or projected from the Building or any part thereof without the prior written consent of the Manager and (if necessary) other relevant Government authorities and no Owner shall erect affix install or attach or permit or suffer to be erected affixed installed or attached in or on external part of or to be displayed from any Unit any advertising or other sign of any description without the prior written approval of the Manager and (if necessary) other relevant Government authorities.

19. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Building owned by him any refuse rubbish litter or other article or

thing whatsoever except in the course of the proper disposal thereof and in using the facilities for such disposal provided by the Manager while the handling of the said disposal other than reasonable domestic garbage would be subject to additional charge at the expense of the Owner(s) concerned.

20. All Owners (including the Registered Owner) as long as they remain Owners shall at all times observe and perform the House Rules and comply with the terms and conditions of the Government Grant.

21. Each Owner may at his own expenses install in the Unit owned by him additions improvements fixtures fittings and decoration and may remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the proper enjoyment and use of any other part of the Building.

22. No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Building may be clogged or the efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected.

23. No Owner shall store or permit or suffer to be stored in the part of the Building owned by him or in any other area any hazardous dangerous explosive or combustible goods or materials except such as may be permitted by licence issued by the Fire Services Department under the Dangerous Goods Ordinance (Chapter 295 of the Laws of Hong Kong) or other competent authority concerned and in any event only with the prior written approval of the Manager.

24. No Owner shall obstruct the access to the means of escape in any flat roofs, upper roofs, roofs, staircases, entrance lobbies, lift lobbies or any other areas, be those Common Areas or not, which shall at all times remain open and unobstructed in compliance with the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong), the Code of Practice for the Provision of Means of Escape in case of fire, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) or other relevant Government ordinances or regulations (collectively "Relevant Regulations"). In case the access is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with Relevant Regulations at the expense of the Owner in default. Without prejudice to any other provisions in this Deed, the Owner(s) for the time being of any flat roof(s) or roof(s) shall not erect affix or install or cause or allow to be erected affixed or installed any structure on such flat roof(s) or roof(s).

25. No Owner shall permit or suffer to be erected affixed installed or attached in or on or at the door or doors or entrance or entrances of any Unit any additional door or metal grille or shutter or gate. No Owner shall change or alter the design and appearance of the door of any Unit as it may affect the uniform appearance of the Building.

26. No Owner shall cause any damage to or interfere in any way with the Common Areas and/or the Common Facilities.

27. No Owner shall do anything in the Building whereby excessive noise vibration or resonance or other form of disturbance is created to the detriment of the Building or other persons in or outside the Land Provided that the determination of the Manager as to whether any such noise vibration or resonance or other form of disturbance is excessive shall be conclusive and Provided

Further that in the event of a breach hereof by the Owner the defaulting Owner shall make good any damage caused thereby to the Building or any part or parts thereof or to the occupants thereof.

28. No Owner shall alter or permit or suffer to be altered any part of the sprinkler system, the fire fighting equipment or the fire prevention system installed in any part of the Building except that such alteration shall be carried out by the Manager or a registered contractor appointed or approved by the Manager at the expense of such Owner causing the alteration in accordance with the Fire Service (Installation Contractors) Regulations (Chapter 95A of the Laws of Hong Kong) and with the prior approval of the Manager and the Fire Services Department.

29. (a) No Owner shall install any air-conditioning unit fitting or plant or any other fitting or fixture through the windows or external walls of the Building (other than at places designated for such purpose) without the prior written consent of the Manager and (if necessary) other relevant Government authorities to any such installations and the conditions of such consent having been complied with and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Building. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition.

(b) No Owner shall store or place without the prior written consent of the Manager any air-conditioning units in respect of his Unit in any other part(s) of the Common Areas and Facilities than that designated or reserved (if applicable) by the Manager for storing or placing such air-conditioning units and each defaulting Owner concerned shall be responsible for all the charges or expenses for the removal of his air-conditioning units and other things or structures as mentioned in sub-clauses (ae)(i) and (ii) of Clause 1 of Sub-section B of Section VI of this Deed but without prejudice to any other rights and remedies the Manager or other Owners or any other third party may have against him by reason of or as a result of his failure to comply with the covenants herein contained relating to the storage or placing of his air-conditioning units in the designated/reserved part of the Common Areas and Facilities.

30. No Owner shall use the Common Areas or any part thereof for the purpose of drying laundry or hanging or placing or storing any dustbins garbage cans furniture machinery goods or chattels or other things thereon or therein.

31. No Owner shall install any furnace boiler or other plant or equipment or use any fuel in any part of the Building that might in any circumstance produce smoke, gas, liquid, solid or otherwise or that may constitute a breach of the provisions of the Government Grant or any ordinance or any amendment thereof.

32. Each Owner shall comply with and observe all ordinances, by-laws, regulations and rules for the time being in force in Hong Kong, including but not limited to those governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and for the protection of the environment.

33. No Owner shall discharge or permit or suffer to be discharged unto any public sewer, storm-water drain or channel without the prior written consent of the Manager and (if necessary) the relevant Government authorities.

34. Each Owner shall at his own expense and (if necessary) to the satisfaction of the relevant Government authorities provide access for fire appliances and fire personnel to the Land and the Building and shall permit access thereof for such purposes and at such time or times as the said Government authorities may require. Each Owner shall throughout the term of the Government Grant maintain the said access at his own expense and to the satisfaction for the said Government authorities.

35. Each Owner shall observe and perform all the covenants agreements and conditions contained in the Government Grant and on the part of the Owner to be observed and performed so far as the same relate to the undivided shares of the Land and the part of the Building owned by such Owner and such Owner shall from time to time and at all times keep the other Owners of the Building fully indemnified from and against all proceedings costs claims and expenses on account of any failure to perform and observe any of the said covenants agreements and conditions so far as they relate as aforesaid.

36. All complaints touching or concerning the Land and the Building shall be made in writing to the Manager.

37. The Owners shall at their own expenses inspect, maintain and carry out all necessary works for the maintenance of their own Units and the Building including the Works and Installations.

38. No Owner (including the Registered Owner) may convert any of the Common Areas to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the approval shall be credited to the Special Fund.

39. No Owner (including the Registered Owner) may convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the Registered Owner) and no Manager may re-convert or re-designate the Common Areas to his own use or benefit save as otherwise provided for when the area in question was so converted or designated. Notwithstanding the above, an Owner (including the Registered Owner) may convert or designate any of his own areas as common areas for the common use or benefit of some but not all the Owners ("the affected Owners"); and in that event, only the approval of the affected Owners will be required Provided That no expenses for the maintenance or management of such common areas shall be borne or paid by any other Owners who do not share in the common use or benefit thereof. The affected Owners may not reconvert or re-designate any such common areas to the own use or benefit of one or more of them unless it is so provided for when the area in question was so converted or designated.

40. No grave or columbarium shall be erected or made on the Land, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be

interred therein or deposited thereon.

41. Without prejudice to the other provisions of this Deed, no Unit shall be used for any purpose other than for private residential purposes and in particular no Unit shall be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles or as hostel or the like. No partitioning shall be erected or installed which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

42. No Owner shall erect or place or cause or permit to be erected or placed any advertising sign or structure on the flat roofs or roofs or upper roofs (if any) of the Building or any part thereof and the Manager shall have the right to enter and to remove anything erected or placed on the flat roofs or roofs or upper roofs (if any) of the Building or any part thereof in contravention of this provision at the cost and expenses of the Owner.

43. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Unit or any part thereof any advertising or other sign of any description.

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

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

46. Bicycles, baby carriages or similar vehicles shall not be allowed to stand in any passageways or the Common Areas.

47. Dogs, birds, cats or pets or other animals or fowls can only be kept or harboured in any Unit or any part thereof subject to and in accordance with the House Rules. No dogs, birds, cats, pets, other animals or fowls shall be kept in any Unit if Owners or occupiers of at least 3 Units have lodged their reasonable complaints to the Manager.

48. (a) The Owner of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with this Deed, the Occupation Permit, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) and such other ordinances, by-laws and regulations promulgated by the Government.

(b) The Owner of the Non-enclosed Areas shall not erect or affix or cause or permit or suffer or allow to be erected or affixed any wall or partition of any material whether of a permanent or temporary nature on the Non-enclosed Areas or any part thereof.

(c) The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas to be enclosed above safe parapet height (other than as under

the Plans) by any material of whatsoever kind or nature, or affixed with sun shades, awnings, or rackets of whatsoever nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the Plans and such Owner shall be responsible for the control, operation, financial support and maintenance of the Non-enclosed Areas.

49. No Owner shall construct illegal structure(s) on any flat roof(s) or roofs of the Building of whatsoever nature that contravene any ordinances, by-laws or regulations promulgated by the Government from time to time.

50. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any clothing, laundry or object(s) in the Common Areas or outside his Unit or within such part(s) of his Unit including (without limitation) on or in or upon or above the door, window or bay window or balcony that may be visible from the exterior of the Building except within the area of utility platform (subject to the condition that no clothing, laundry or object shall be kept, hung or exhibited beyond the height of 1.1 metre from the floor of the utility platform).

51. No Owner shall make or allow to make any alterations or additions to the lift lobby nor cut injure alter or interfere with any facilities, equipment or apparatus on in or upon such lift lobby.

52. The Owner of the relevant Unit with Open Kitchen shall observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan (including but not limited to repair and maintenance of the fire services system (which forms part of the relevant Unit) at their own costs and expenses of the relevant Owner or Owners) and shall cause his tenants and other occupants of his Unit to observe and comply with the same.

53. No Owner of the relevant Unit with Open Kitchen shall alter, demolish, remove or relocate the fire resistance rated wall, smoke detector with sounder base and sprinkler system installed in such Unit.

54. No Owner of the relevant Unit with Open Kitchen shall replace the fire rated entrance door except that the door has the same fire rated specification self-closing device.

55. The Owner of the relevant Unit with Open Kitchen shall keep the fire service installation in good order and condition and shall not alter, demolish, remove or relocate or do anything which may alter, damage or interfere with any such installation, its power connection or its connection with any other fire alarm or fighting system.

56. The Owner of the relevant Unit with Open Kitchen shall permit the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon his Unit for the purposes of carrying out inspection, maintenance, commissioning, mandatory annual testing and certification of the fire safety provisions installed therein in accordance with the Fire Safety Management Plan by suitable qualified personnel or registered fire services installation contractors in accordance with all applicable rules and legislations.

57. The Owners shall at their own expenses maintain and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual(s) for the Slopes and Retaining Walls ("slope maintenance manual") prepared in accordance with Geoguide 5. The Registered Owner shall deposit a full copy of the slope maintenance manual in the management office of the Building within one month from the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

58. The greenery areas shall not be used for any other purpose without the prior consent of the Building Authority.

59. The caretaker's office shall only be used as an office for caretakers.

60. The Owners shall permit all those persons as may for the time being be lawfully entitled to pass and repass in through over upon and along the Rights of Way.

SECTION VI

MANAGEMENT OF THE BUILDING

A. Appointment of Manager

1. The management of the Land and the Building shall be undertaken by the Manager.
2. (a) Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the Manager, Emperor Property Management (HK) Limited, is hereby appointed as the first manager to manage the Land and the Building for the initial term of TWO years from the date hereof and thereafter shall continue to manage the Building until its appointment is terminated in accordance with the provisions of this Deed.
 - (b) The appointment of the Manager shall be terminated:
 - (i) by resignation from such appointment by the Manager and no resignation of the Manager shall take effect unless it has previously given not less than three months' notice in writing of its intention to resign by sending such a notice to the Owners' Committee or 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 Building. Such notice may be given by delivering it personally to the Owner; or by sending it by post to the Owner at his last known address; or by leaving it at the Owner's Unit or by depositing it in the letter box for his Unit Provided that no such notice shall be given by the Manager before the expiry of two years from the date hereof; or
 - (ii) prior to the formation of the Owners' Corporation, by removal (without compensation) by the Owners' Committee at any time by a resolution passed by a majority of votes of Owners voting either personally or by proxy at a meeting of the Owners of the Building and supported by Owners of not less than 50% of the undivided shares in aggregate (excluding the undivided shares allocated to the Common Areas and Facilities) and the giving of three months' notice in writing to the Manager; or
 - (iii) if the Manager is wound up or has a receiving order made against it.
 - (c) (i) Subject to sub-clause (c)(v) of this Clause 2, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the undivided shares in aggregate, terminate by notice the Manager's appointment without compensation.
 - (ii) A resolution under sub-clause (c)(i) of this Clause 2 shall have effect only if:

- (1) the notice of termination of appointment is in writing;
 - (2) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to the Manager of a sum equal to the amount of the Manager's Remuneration which would have accrued to the Manager during that period;
 - (3) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
 - (4) the notice and the copy of the resolution is given to the Manager within 14 days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in sub-clause (c)(ii)(4) of this Clause 2 may be given:
- (1) by delivering them personally to the Manager; or
 - (2) by sending them by post to the Manager at his last known address.
- (iv) If a notice to terminate a manager's appointment is given under this sub-clause (c):
- (1) no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (2) if no such appointment is approved under sub-clause (c)(iv)(1) of this Clause 2 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.
- (v) For the purposes of sub-clause (c)(i)
- (1) only the Owners of undivided shares who pay or who are liable to pay the management expenses relating to those undivided shares shall be entitled to vote;
 - (2) the reference in sub-clause (c)(i) to the "Owners of not less than 50% of the undivided shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the undivided shares in aggregate who are entitled to vote.

- (vi) If a contract for the appointment of a manager other than the Manager contains no provision for the termination of the manager's appointment, sub-clauses (c)(i), (c)(ii), (c)(iii) and (c)(v) of this Clause 2 apply to the termination of the manager's appointment as they apply to the termination of the Manager's appointment.
 - (vii) Sub-clause (c)(vi) of this Clause 2 operates without prejudice to any other power there may be in a contract for the appointment of a manager other than the Manager to terminate the appointment of the manager.
 - (viii) 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 Building, and the Owners' Corporation has appointed a manager under sub-clause (c)(iv)(2) of this Clause 2, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the manager appointed under that sub-clause that may otherwise render that person liable for a breach of that undertaking or agreement.
 - (ix) This sub-clause (c) is subject to any notice relating to the Building that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but does not apply to any single manager referred to in that Section.
- (d) Upon termination of the Manager's employment in whatever manner that may occur, the Owners' Committee shall immediately thereafter appoint another service company or agent in its stead and on appointment thereof, the Owners' Committee shall on behalf of the Owners enter into a management agreement with such service company or agent defining the rights duties and obligations of the Manager which rights duties and obligations shall be consistent with those set out in this Deed.

3. Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the Manager shall have the authority to act as agent for and on behalf of all Owners duly authorized in accordance with the provisions of this Deed in respect of any matters concerning the Common Areas and Facilities and each Owner hereby appoints the Manager irrevocably as agent in respect of any matter concerning the Common Areas and Facilities duly authorized in accordance with the provisions of this Deed and to enforce the provisions of this Deed and to execute and sign all deeds and documents for and on behalf of all the Owners as shall be required or may be deemed proper for or in relation to all or any of the purposes of this Deed.

4. The Manager shall be bound by and shall observe and perform all of the conditions duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.

B. Powers and duties of Manager

1. The Manager will manage the Land and the Building in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Building. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely :

- (a) To employ a qualified architect or professional to inspect the Building (save only the interior of the Units) including the Common Areas and Facilities at such time or times as the Manager shall deem necessary and to prepare a report of such inspection which report will be kept at the Manager's office in the Building and will be open to inspection by all Owners and occupiers of any part of the Building and the Manager will furnish upon request to any such Owner or occupier a copy of the report at a reasonable charge PROVIDED THAT any charges or fees collected hereunder shall be credited to the Special Fund.
- (b) To put in hand and ensure the satisfactory completion of works necessary to maintain any Common Areas and Facilities including, without limitation, any Green and Innovative Features (save and except those forming part of any Units) so as to ensure that the same are maintained in a good clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.
- (c) To ensure that all the Owners or occupiers maintain the Units owned or occupied by them and if there shall be any default on the part of any such Owners or occupiers to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupier.
- (d) To paint wash tile or otherwise treat as may be appropriate the Common Areas at such intervals as the same may in the opinion of the Manager be reasonably required to be done.
- (e) To replace any glass in the Common Areas that has been broken.
- (f) To keep all the Common Areas properly lighted and ventilated when necessary.
- (g) To keep in good order and repair the ventilation of the enclosed Common Areas.
- (h) To keep the Common Areas and all parts thereof in a clean sanitary and tidy condition.
- (i) To prevent any decaying noxious excrementitious or other refuse matter from being deposited on the Building or any part thereof and to remove all refuse from such parts of the Building and arrange for its disposal at such regular intervals and to maintain either on or off the Building refuse collection facilities to the satisfaction of the relevant Government authorities.
- (j) To prevent the obstruction of all the Common Areas and to remove any article or

thing causing obstruction. If and whenever any article or thing shall be placed or stored on or in any part of the Common Areas, the Manager or its agents, servants, caretakers or cleaners of the Building shall first give the defaulting party (if identifiable) reasonable prior written notice (except in the case of emergency) to remove the article or thing causing the obstruction. In the event that such defaulting party cannot be identified, the Manager shall have the right without giving any prior notice to the defaulting party to remove such article and thing from such part of the Common Areas to another place or places as the Manager shall think fit. All costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting party and the defaulting party shall not claim against the Manager or its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal.

- (k) To keep all the common sewers drains watercourse and pipes free and clear from obstructions.
- (l) To keep all the Common Facilities in good and working order and to extend or provide additional facilities as the Manager shall in its reasonable discretion deem necessary or desirable for the benefit of the Land and the Building.
- (m) To keep all lighting equipment water and sewage systems in good and working order and in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's reasonable discretion and subject to the provisions of this Deed, to enter into contracts with third parties for the maintenance thereof. The Manager shall also be responsible for all works required for any alteration to the sewage system and future connection of the same to the public culvert to be constructed if so required by the Government and all costs and expenses for such works shall be borne by the Owners provided that such costs and expenses shall first be paid out of the Special Fund.
- (n) To prevent so far as is possible any refuse or other matter from being deposited washed eroded or falling from the Building onto any part of any public roads or any road-culverts sewers drains nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government or other drains waterways watercourses footpath sewers nullahs pipes cables wires utility services or other works being in under over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage to the satisfaction of the Government.
- (o) To remove any structure installation signboard sunshade bracket fitting or other things in or on any part of the Building which have been erected in contravention of the terms of this Deed or of the regulations of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) or any other ordinance and/or without the prior written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same or if the conditions of such permission are in breach) and to demand and recover from the person by whom such structure or other things as

aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.

- (p) To maintain fire fighting equipment and fire alarms and to comply with all laws and regulations applicable (including but not limited to the Fire Safety Management Plan and the requirements of the relevant Government authorities) and generally so far as may be possible to maintain the Building safe from fire at all times.
- (q) To provide a security force watchmen porters and caretakers and to provide with and maintain burglar alarms (if any) and other security equipment and generally so far as may be possible to maintain security in the Building at all times.
- (r) To do all things which the Manager shall in its absolute discretion deem necessary or desirable for the purposes of maintaining and improving the Common Facilities for the better enjoyment or use of the Building by its Owners occupiers and their licensees provided that the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities which involve expenditure in excess of 10% of the current annual Management Budget.
- (s) To appoint solicitors to advise on matters which arise in the management of the Land and the Building and which necessitate professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Building or any part thereof (except proceedings relating to the rights or obligations of individual Owners) and in particular but without limiting the foregoing in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent officer to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of High Court (or any provisions amending or in substitution for the same).
- (t) To prevent (by legal action if necessary) any person including an Owner from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed or the Government Grant or the Occupation Permit any of the Common Areas or any part of the Land and the Building.
- (u) To take all steps necessary or expedient for complying with the covenants and conditions contained in the Government Grant and any statutory or Government requirements concerning or relating to the Building for which no Owner or occupier of the Building is directly responsible.
- (v) To prevent (by legal action if necessary) and to take action to remedy any breach by any Owner or other person resident in or visiting the Land of any terms and conditions contained in the Government Grant and/or any statutory or Government legislation or regulations or this Deed.
- (w) To prevent any person detrimentally altering or injuring any part of the Building or

any of the Common Facilities.

- (x) To demand collect and receive all amounts payable by Owners under the provisions of this Deed.
- (y) To pay and discharge out of all monies so collected all outgoings relating to the management of the Building or incurred by the Manager hereunder.
- (z) Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured to the full new reinstatement value in respect of the Common Areas and Facilities and all parts thereof as comprehensively as reasonably possible and in particular against loss or damage by fire or other perils and to effect insurance against public and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Building and other liabilities in such items or in such amounts as the Manager may think fit subject to the consultation of the Owners' Committee or the Owners' Corporation (if formed) such insurance to be in the name of the Manager itself for and on behalf of all the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force and updated.
- (aa) To keep proper records of accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as hereinafter provided.
- (ab) Subject to the approval of the Owners by a resolution passed at an Owners' meeting, to represent the Owners in all matters and dealings with Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings so long as the same does not contravene or is not in conflict with any of the provisions of this Deed.
- (ac) Subject to the approval of the Owners by a resolution passed at an Owners' meeting, to commence conduct carry on and defend legal and other proceedings touching or concerning the Land and the Building or the management thereof in the name of the Manager.
- (ad) To enforce the due observance and performance by the Owners or any person occupying any part of the Building through under or with the consent of any such Owner of the terms and conditions of this Deed, the Fire Safety Management Plan and the House Rules hereunder and to take action including the commencement and conduct of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.
- (ae) (i) To control and regulate any parts of the Common Areas and Facilities designated or reserved (if applicable) by the Manager for storing or placing any

air-conditioning units of the Units and to remove any air-conditioning units and other things or structures stored or placed without prior written consent of the Manager in any parts of the Common Areas and Facilities not designated or reserved for storing or placing such air-conditioning units and to impose and recover charges or expenses for such removal and the Manager shall in no way be responsible or accountable for any damages caused thereto arising out of such removal.

- (ii) To remove any air-conditioning units and other things or structures stored or placed in any parts of the Common Areas and Facilities designated or reserved (if applicable) by the Manager for storing and placing such air-conditioning units at the costs and expenses of the Owner thereof if, in the opinion of the Manager, the same has been the cause of reasonable complaint by at least two (2) Owners or occupiers of any part of the Building that the dilapidated conditions of the air-conditioning units or other things or structures may be or become a nuisance or annoyance or cause danger to the other Owners and occupiers for the time being of the Building, and to impose and recover from the Owner thereof charges or expenses for such removal and the Manager shall in no way be responsible or accountable for any damages caused thereto arising out of such removal.
- (af) To post and specify any Unit in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach on the notice boards and/or other prominent spaces within the Building after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so.
- (ag) To recruit dismiss and employ such staff as may from time to time be required to perform and discharge its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide accommodation within the Land uniforms working clothes tools appliance cleaning and other materials and all equipment necessary therefor.
- (ah) To take all reasonable actions to abate any nuisance affecting the Owners and occupiers of the Building or any Unit of the Building and for such purpose to enter into any part or Unit of the Building for the purpose of abating such nuisance when necessary upon reasonable notice (except in case of emergency) provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at its own costs and expenses repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, its employees, contractors or agents.
- (ai) To do all such other things as are reasonably incidental to the management of the Land and the Building.
- (aj) To repair and keep in good repair and condition the Common Facilities and the Common Areas and when necessary upon reasonable prior written notice (except in

case of emergency) to enter into any part or any Unit of the Building for the purpose of carrying out necessary repairs to the Land and Building and the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at its own costs and expenses repair any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, its employees, contractors or agents.

- (ak) Except in accordance with Clause 7 of Subsection B of this Section VI, the Manager shall not, in any financial year, enter into any contract that involves (i) an amount in excess of or likely to be in excess of HK\$200,000.00 (or such other amount as the Secretary for Home Affairs may specify by notice in the Gazette) or (ii) the value of the contract which exceeds or is likely to exceed an amount which is equivalent to 20% of the Management Budget or revised Management Budget (as the case may be) (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser.
- (al) To manage, control and maintain (if applicable) the parking of cars and other vehicles and the loading and unloading of goods or passenger within and/or in the Common Areas and the flow of vehicular traffic over all roads and other areas intended for common use and that the Common Areas and all roads and other areas intended for common use remain unobstructed.
- (am) To install in or affix to and use (or permit any person to install in or affix to and use) any part of the Common Areas for the installation, erection and maintenance of flue, pipes, conduits, aerials and/or dish installation (if any), apparatus, structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or other telecommunication systems, plant, machinery and other apparatus or equipment (all of which upon such installation or erection shall form part of the Common Facilities for the benefit of the Owners) and to lease licence install affix erect place and maintain or contract for the leasing, licensing, installation and maintenance of communal radio and/or television aerials and/or satellite master antennae television system and/or cable television system which serve the Building or any part thereof and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto in accordance with Clause 8 of this Subsection B of Section VI of this Deed (where appropriate) and for such purposes to apply for all necessary licence(s) or consent(s) from the Government and/or other relevant authorities provided that the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained prior to the exercise of such rights and that such installation shall not affect the enjoyment of the Building by the Owners and occupiers. Any consideration received therefor shall be credited to the Special Fund.
- (an) Subject to the approval by a resolution of the Owners at an Owners' meeting, to enter into and thereafter change amend vary add to alter or cancel any deed(s) of mutual grant and/or deed(s) of mutual grant and release and/or any other deed(s)

and/or agreement(s) whatsoever with any person(s) or corporation(s) in connection with the granting and/or reservations of rights, easements, rights of way, privileges, benefits, obligations and/or any other matters affecting the Common Areas. Such deed(s) or agreement(s) shall contain such provisions as the Manager deems fit and necessary in the circumstances Provided that the Owners' right to occupy and enjoy their respective Units is not affected Provided further that any consideration received therefor shall be credited to the Special Fund.

- (ao) Subject to the approval by a resolution of the Owners at an Owners' meeting, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements (whether formal or informal) with the Government or such other parties and upon such terms and conditions and with or without consideration in respect of any part or parts of the Common Areas as the Manager shall reasonably consider necessary to ensure efficient management of the Land and the Building PROVIDED THAT any charges or fees collected hereunder shall be credited to the Special Fund.
- (ap) Subject to the approval by a resolution of the Owners at an Owners' meeting, to grant right of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person or persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant.
- (aq) Subject to the approval by a resolution of the Owners at an Owners' meeting, to grant reasonable easements, rights of way, quasi-easements (if any), rights, privileges and/or licences to the Government or other owner(s) of any adjacent land and/or adjacent building or any person to use, connect to, construct, lay, maintain, remove, renew and/or replace any roads, passageways, walkways, footpaths, open spaces, nullahs and culverts, sewage treatment plant and facilities, refuse collection and disposal areas and facilities, drainage systems, drains, pipes, cables, irrigation pipes, pumps and other installation apparatus, fittings, chambers, and other equipment and structures at or within the Common Areas on such terms as the Manager deems fit Provided that the exercise of all or any of the rights herein conferred upon the Manager shall not interfere with an Owner's right to the use and occupation of his Unit and Provided Further that all monetary consideration (if any) received therefor pursuant to this sub-clause shall be credited to the Special Fund.
- (ar) To impose charges, restrictions, regulations and conditions for the use of the Recreational Facilities, to remove any person thereon who fails to comply with or is in breach of any House Rules relating to the Recreational Facilities and to exclude any person who has been in persistent breach of such House Rules from the use of the Recreational Facilities for such period as the Manager shall in its discretion deem appropriate PROVIDED THAT any charges or fees collected hereunder shall be credited to the Special Fund.

- (as) Subject to sub-clause (ak) of this clause, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to do all such things as are reasonably incidental to the management of the Building.
- (at) To improve, control, operate and manage the Recreational Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same including any access steps staircases and ramps, whether the same are within the Land.
- (au) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Building and the external walls elevations and facade thereof but excluding windows, window frames, sliding doors and swinging doors of the Units except those situated in the Common Areas and Facilities PROVIDED HOWEVER THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any window glass shall be broken and remain unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring him to replace the same.
- (av) To maintain any drainage system whether within or outside the Land which is required to be maintained pursuant to the provisions of the Government Grant.
- (aw) To make suitable arrangements for the supply, use or provision of water, gas and electricity and any other utility or service and any rights and privileges to or for the Land and the Building or any part thereof and to lease or licence any adjacent land or building or land or building in the vicinity for the use and benefit of the Land and the Building or any part thereof on such terms as the Manager deems fit PROVIDED THAT the approval by a resolution of the Owners at an Owners' meeting of the same shall first be obtained.
- (ax) To prevent any person from overloading the floors of the Building or any part or parts thereof.
- (ay) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Building.
- (az) To ensure that all Owners use the water supply properly.
- (ba) To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Building as a whole.
- (bb) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed provided that the Manager shall act reasonably in giving or withholding such written consent or approval and to impose conditions or additional conditions

relating thereto.

- (bc) To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.
- (bd) Without prejudice to the Manager's obligations under this Deed, to appoint or employ agents, contractors or sub-managers which may include professional property management companies to carry out the management, maintenance, operation and control of the Common Areas and Facilities or any part or parts thereof. For avoidance of doubt, the Manager shall not assign or transfer any of its duties or obligations under this Deed to such person or company and such person or company shall remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the whole Building.
- (be) Without prejudice to the other powers and duties of the Manager contained herein, to carry out such decoration, renovation, improvement works or such other works whether or not of a cosmetic nature in respect of the Common Areas and Facilities or any part(s) thereof for the purpose of enhancing, upgrading or improving the appearance, condition or amenities of the Building Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities or any improvements to facilities or services which involves expenditure in excess of 10% of the current annual Management Budget.
- (bf) To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the occupiers of the Building and to ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route and shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the occupiers of the Building. Such recyclable materials recovered from the waste separation and recovery facilities shall be properly collected, stored and sent for recycling if the Manager considers appropriate and fit to do so.
- (bg) To organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and the occupiers of the Building and to encourage the Owners and the occupiers of the Building to participate in such activities with a view to improving the environmental conditions of the Building.
- (bh) To make House Rules to require the Owners and the occupiers of the Building to dispose of any rubbish properly for waste separation and recycling purposes.
- (bi) To make House Rules to protect the environment of the Building and to implement waste reduction and recycling measures with reference to guidelines on property

management issued from time to time by the relevant Government authorities.

- (bj) To inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations.
- (bk) To upkeep, repair, maintain and reinstate the Transformer Room in accordance with the supply rules issued by The Hongkong Electric Co., Ltd. (香港電燈有限公司) and any amendment thereto.
- (bl) To employ a registered fire service installation contractor or other suitable qualified personnel being person authorized by the Fire Services Department for the required maintenance work to inspect repair and maintain in good substantial repair and condition and carry out any necessary works in compliance with the statutory requirements for maintenance, inspection and repair of the fire services installations and equipment installed in the Building and to submit to the Fire Services Department a report of inspection annually or at such time or times as may be required by the Fire Services Department or as the Manager shall deem necessary which report will be kept at the Manager's office in the Building and will be open to inspection by all Owners and occupiers of any part of the Building and the Manager will furnish upon request to any such Owner or occupier a copy of the report at a reasonable charge PROVIDED THAT any charges or fees collected hereunder shall be credited to the Special Fund.
- (bm) To implement the Fire Safety Management Plan including but not limited to, assist the Owners of Units with Open Kitchen in carrying out annual maintenance of the fire services system of the relevant Unit and submit the maintenance certificate to the Fire Services Department.
- (bn) To have the full authority of the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slopes and Retaining Walls in compliance with the Government Grant and in accordance with the slope maintenance manual and in particular, in accordance with all guidelines issued from time to time by the appropriate Government Departments regarding the maintenance of the Slopes and Retaining Walls and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance and repair and such other works. For the purpose of this Clause, the Manager shall include Owners' Corporation, if formed.
- (bo) To comply with the terms and conditions of the Government Grant so long as they remain as the Manager.

2. The Manager shall have power to make House Rules before the formation of the Owners' Committee for the purpose of regulating the use operation and maintenance of the Building and any of the structures facilities services or amenities thereof and the conduct of persons occupying using or visiting the same. It may (subject to the approval of the Owners' Committee if any) from time to time revoke and amend the House Rules. The House Rules and any amendments

thereto must not be inconsistent with or contravene the provisions of this Deed, Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) or the conditions of the Government Grant. Such House Rules shall be binding on all of the Owners and their tenants licensees servants or agents. A copy each of the House Rules from time to time in force shall be posted on the public notice board in a prominent place in the Building and a copy thereof shall be supplied to each Owner on request free of charge.

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

4. The Manager shall have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner or any person occupying any part of the Building through under or with the consent of any such Owner of the covenants conditions and provisions of this Deed and of the House Rules made hereunder and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clause 4 of Subsection E of this Section hereinafter appearing shall apply to all such proceedings.

5. The Manager shall have the right and power to require each Owner to pay a proportionate part of all the expenditure lawfully incurred or to be incurred for the provision, operation, necessary repair, decoration, renovation, improvement, management, upkeep and maintenance of the Common Areas and Facilities as provided in this Deed Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities which involves expenditure in excess of 10% of the current annual Management Budget.

6. Notwithstanding any provision to the contrary herein contained, the Manager's rights and duties to manage the Building shall not include carrying out any improvements to common areas or facilities or services which involve expenditure in excess of 10% of the current annual Management Budget except with the prior approval by resolution of Owners at the meeting of Owners convened under this Deed.

7. (a) Subject to sub-clauses (b) and (c) of this Clause 7, the Manager or the Owners' Committee 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 amount of HK\$200,000.00 (or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette) unless:

(i) the supplies, goods or services are procured by invitation to tender; and

(ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).

(b) Subject to sub-clause (c) of this Clause 7, the Manager or the Owners' Committee 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 an amount which is equivalent to

20% of the annual Management Budget (or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette) unless :-

- (i) if there is an Owners' Corporation-
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong); 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 Building Management Ordinance (Chapter 344 of the Laws of Hong Kong); and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at an Owners' meeting convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) of this Clause 7 do not apply to any supplies, goods or services which but for this sub-clause (c) would be required to be procured by invitation to tender (referred to in this sub-clause 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 an Owners' meeting 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.

8. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions:-

- (i) the term of the contract will not exceed 3 years;
- (ii) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

9. No Manager will have the right to re-convert or re-designate the Common Areas to its own use or benefit save as otherwise provided for when the area in question was so converted or designated.

10. The Manager shall have the right and power to require each Owner to pay a proportionate part of all the expenditure lawfully incurred or to be incurred for the repair, improvement, management, upkeep and maintenance of the Slopes and Retaining Walls as provided in this Deed.

11. The Manager shall not be made personally liable for carrying out any requirements of the maintenance of the Slopes and Retaining Walls and related works under the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, he has not been able to collect the costs of the required works from all Owners.

C. Manager's Remuneration

1. The Manager's Remuneration shall not exceed 15% per annum (subject to variation by resolution of the Owners at meetings of the Owners convened under this Deed) of the total annual management expenditure of the Land and the Building (excluding the Manager's

Remuneration itself, and any capital expenditure (or expenditure drawn out of the Special Fund as referred to in Clause 10 of Subsection D of this Section VI)) necessarily and reasonably incurred in the management of the Land and the Building provided that by a resolution of the Owners at an Owners' meeting convened under this Deed any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate applicable under this clause or at such lower rate as considered appropriate by the Owners. Payment of the Manager's Remuneration shall be in advance in the manner as shall be determined by the Manager. Any over-payment of the Manager's Remuneration in the year in question shall be refunded and be paid by the Manager into the management fund within 21 days of the completion of the auditing of the annual accounts for such year as provided under Clause 5 of Subsection H of this Section VI and any adjustment payment that needs to be made by the Owners to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year calculated in accordance with the first sentence of this clause shall likewise be made within 21 days of the completion of the auditing of the annual accounts for such year.

2. The sums payable to the Manager under the provisions aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs and expenses for any staff, facilities, accountancy services or other professional supervision for the Land and the Building which costs and expenses shall be a direct charge upon the management fund or the Special Fund as appropriate.

D. Management Budget and contribution by Owners

1. (a) Subject to sub-clauses (c), (e), (f) and (h) of this clause, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager of the Building as the financial year in respect of the management of the Building shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this clause.
- (b) In respect of each financial year, the Manager shall-
 - (i) prepare a draft Management Budget setting out the proposed expenditure of the Land and the Building during the financial year;
 - (ii) send a copy of the draft Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Management Budget in a prominent place in the Building, 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 Management Budget a notice inviting each Owner to send his comments on the draft Management Budget to the Manager within a period of 14 days from the date the draft Management Budget was sent or first displayed;
 - (iv) after the end of that period, prepare the Management Budget specifying the total proposed expenditure during the financial year;

- (v) send a copy of the Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Management Budget in a prominent place in the Building, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this clause before the start of that financial year, the total amount of management expenses for that year shall
 - (i) until the Manager has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year;
 - (ii) when the Manager has so complied, be the total proposed expenditure specified in the Management Budget for that financial year, and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (d) Where a Management Budget has been sent or displayed in accordance with sub-clause (b)(v) of this clause and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and the Management Budget by virtue of sub-clause (b) of this clause.
- (e) Where a revised Management Budget is sent or displayed in accordance with sub-clause (d) of this clause, the total amount of management expenses for that financial year shall be the total expenditure or the proposed expenditure specified in the revised Management Budget and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that a Management Budget or revised Management Budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the Management Budget or revised Management Budget, as the case may be, the total amount of management expenses for the financial year shall, until another Management Budget or revised Management Budget is sent or displayed in accordance with sub-clause (b) or (d) of this clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft Management Budget, Management Budget or revised Management Budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person PROVIDED THAT any charges or fees collected hereunder shall be credited to the Special Fund.

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

2. The financial year for the purposes of the Management Budget shall be from 1st January to 31st December in each year (both days inclusive). The first Management Budget shall be prepared by the Manager before the date falling one month after the date of this Deed and shall cover the period from the date of this Deed until, if such date is on or before 30th June of the year, 31st December of that year, or if such date is after 30th June of the year, until 31st December of the following year.

3. The management expenditure in the Management Budget shall include but not be limited to the following:

- (a) Government rents for the whole of the Land if there is no separate assessment or apportionment for individual Units;
- (b) The premia payable for the insurance of the Common Areas and Facilities against fire and other perils, third party and property owners' liability, employers' liability and other liabilities as the Manager deems fit;
- (c) Charges for the supply and consumption of water, gas, electricity, telephone, central air-conditioning (if any) and other utilities to in and for, and any similar charges in connection with the management and maintenance of the Land and the Building other than the Units;
- (d) The cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Building and such other areas or drains, nullahs, sewers, pipes, watermains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- (e) The costs of lighting, repairing, maintaining, cleaning, painting, decorating and keeping in good condition the Common Areas and Facilities (including, without limitation, any Green and Innovative Features (save and except those forming part of any Units)) or any part thereof;
- (f) The costs of operating the Common Facilities;
- (g) Remuneration for accountants, caretakers, security guards, watchmen, cleaners and attendants and such other staff as may be required for the proper management of the Land and the Building;
- (h) The costs of refuse collection, storage and disposal in respect of the Land and the Building;
- (i) Such legal or other fees and costs which may be reasonably and properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;

- (j) The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- (k) The Manager's Remuneration;
- (l) Any other costs, charges and expenses reasonably and necessarily incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Building;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature, which shall be payable out of the Special Fund hereinafter mentioned. Costs, charges and expenses of a capital nature shall include but not be limited to those relating to establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and Facilities Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.

4. Each annual Management Budget shall cover the estimated management expenditure which in the opinion of the Manager is attributable to the Land and the Building or for the benefit of all the Owners.

5. The annual Management Budget shall be reviewed by the Owners' Committee (when it has been established pursuant to the provisions of this Deed) or by the Owners' Corporation (if formed), and in the light of such review, the Manager may alter such Management Budget based on the suggestions of the Owners' Committee or the Owners' Corporation and the Management Budget as reviewed or altered as aforesaid shall be deemed adopted.

6. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure assessed under the annual Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Building Provided that no Owner may be called upon to pay more than his appropriate share of the management expenditure, having regard to the number of Management Shares allocated to his Unit. The Registered Owner shall make payments and contributions towards the management expenditure which are of recurrent nature in respect of those Units and undivided shares unsold provided that it shall not be obliged to make the payments and contributions aforesaid in respect of Management Shares allocated to any part(s) of the Building the construction of which has not been completed except to the extent that such uncompleted part(s) benefit(s) from the provisions of this Deed as to management and maintenance of the Building. All outgoings including management expenses and any Government rent up to and inclusive of the date of assignment of the Units shall be paid by the Registered Owner. An Owner must not be required to make any payment or reimburse the Registered Owner for these outgoings.

7. The Manager shall determine the amount which each Owner shall contribute towards

the management expenditure in accordance with the provisions of this Deed and shall determine the time and place of payment and unless otherwise determined by the Manager each Owner shall on the first day of each and every calendar month (whether legally demanded or not) pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenditure for that year.

8. (a) Without prejudice to Clause 6 of this Subsection D, in the event of a deficiency occurring or seeming to the Manager likely to occur or if there shall be any change in circumstances which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) require any revision to the Management Budget, the Manager may at any time during the financial year prepare a revised Management Budget in accordance with the procedures set out in Clauses 1(b) and (c) of Subsection D of this Section VI. Such revised Management Budget shall be reviewed by the Owners' Committee or by the Owners' Corporation (if formed) and the provisions of Clause 5 of Subsection D of this Section VI shall apply mutatis mutandis to the revised Management Budget as to the annual Management Budget. A revised Management Budget may be further revised as often as the Manager considers reasonably necessary.

(b) The Manager shall also have the power, in the event of a revised Management Budget completed pursuant to and in accordance with sub-clause (a) hereof, to revise the amount to be contributed monthly by any Owner as shall be necessary to meet revised estimated expenditure in any financial year to the intent that any such revised amounts shall form part of the monthly contribution of such Owner to the management expenditure and be recoverable accordingly.

9. Notwithstanding any provision to the contrary herein contained, the Manager shall be entitled in its discretion:

- (a) to charge the Owners a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to these presents but the Manager shall not charge any fee other than a reasonable administrative fee;
- (b) to charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris;
- (c) from time to time to make rules and regulations governing the supply and use of electricity air-conditioning water to the Common Areas and Facilities, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government;
- (d) to enter with or without workmen at all reasonable times on prior written notice (except in case of emergency) upon all parts of the Land and the Building necessary for the purpose of carrying out necessary repairs to the Land and the Building or to abate any hazard or nuisance which does or may affect the Common Areas or other

Owners Provided that the Manager shall at his own expense repair any damage so caused and be liable for its negligent, criminal or wilful acts or the negligent, criminal or wilful acts of its workmen or sub-contractors Provided further that the Manager shall ensure that the least disturbance and inconvenience are caused;

Provided always that all monies fees or charges received by the Manager under the provisions of this Clause shall be held by the Manager on trust for all the Owners for the time being and shall be credited to the Special Fund.

10. (a) The Manager shall establish and maintain one Special Fund to provide for expenditure of a kind not expected by the Manager to be incurred annually. Such expenses shall include, inter alia, 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 the relevant investigation works and professional services Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget. Each Owner of a Unit, including the Registered Owner, shall pay to the Manager on the first day of each and every calendar month commencing on such date and year as the Manager may reasonably determine such sum proportionate to the number of Management Shares allocated to his Unit as shall be necessary to establish or maintain the Special Fund at such level as the Manager shall deem appropriate provided that the amount of such sum and the time when such sum shall be payable shall be determined by the Owners' Corporation, if formed, by a resolution of the Owners.
- (b) The Manager shall open and maintain at a bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) an interest bearing account, the title of which shall refer to the Special Fund for the Building, and shall use that account exclusively for the purpose referred to in sub-clause (a) above and managed by the Manager on trust of all Owners. All sums in such Special Fund shall be the property of the Owners. Reference shall be made to the Special Fund in the annual accounts in respect of the management of the Building and an estimate shall be made in such accounts 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.
- (c) Each Owner shall make further periodic contributions to the Special Fund. The Owners shall by resolution of the Owners at an Owners' meeting convened under this Deed decide the amounts to be contributed by the Owners to the Special Fund for each financial year and the time when those contributions will be payable.
- (d) Except in a situation considered by the Manager to be an emergency, money must not 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 must 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 Building.

- (e) The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
- (f) Without prejudice to the generality of Clause 10(b) of this Subsection D above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under Clauses 10(b) or 10(f) of this Subsection D above in a prominent place in the Building.
- (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(b) of this Subsection D above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 10(f) of this Subsection D above.
- (i) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amounts to be contributed by the Owners to the Special Fund in any financial year and the time when those contributions will be payable.

E. Security for and recovery of moneys due to Manager

1. Except where the Registered Owner has made payments in accordance with Clause 2 hereunder, the first Owner of each Unit (i.e. the assignee from the Registered Owner) shall upon possession of his Unit is given to him:

- (a) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equivalent to three months' monthly contribution of the first year's budgeted management expenses and such sum shall not be used to set off against monthly contribution of the management expenses or any other contributions to be made by him and such sum is non-refundable but transferable; and
- (b) pay to the Manager a sum equivalent to one month's monthly contribution of the first year's budgeted management expenses as payment in advance of the first month's monthly contribution of the first year's budgeted management expenses and such sum is neither refundable nor transferable; and
- (c) pay to the Manager a sum equivalent to two months' monthly contribution of the first year's budgeted management expenses as his initial contribution to the Special Fund and such sum is neither refundable nor transferable;
- (d) pay to the Manager a non-refundable and non-transferable debris removal fee in the

sum equivalent to not more than one month's monthly contribution of the first year's budgeted management expenses as shall be determined by the Manager which shall be applied by the Manager towards the cost of removal from the Building of any debris or rubbish which may accumulate as a result of the initial fitting-out of the Units. Any debris removal fee paid but not used for debris removal shall be paid into and form part of the Special Fund; and

- (e) pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or part thereof which have been paid or will be paid by the Manager to the relevant utility companies, such due proportion of the deposits shall be transferable.

For the avoidance of doubt (and in addition and without prejudice to the other rights of the Manager under this Deed), the Manager shall have the right to set off the deposit under the preceding Clause 1(a) of this Subsection E against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set-off and in any proceedings by the Manager against an Owner in respect of any default in payment, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager shall have exercised its right of set-off as aforesaid, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to three months' management contribution of management expenses currently payable by him in respect of the part of the Building which he owns.

2. The Registered Owner shall also pay to the Manager the amounts payable under the preceding Clauses 1(a), (c) and (d) of this Subsection E if he remains the owner of those undivided shares allocated to the Units in that part of the Building the construction of which has been completed and which remain unsold 3 months after (i) the date of execution of this Deed, or (ii) the date on which the Registered Owner is in a position to validly assign the Units, whichever the later.

3. If any Owner shall fail to pay any amount payable hereunder within 30 days of the date on which the demand is made as aforesaid, he shall further pay to the Manager:

- (a) interest on the amount unpaid calculated from the date of demand at a rate of not exceeding 2% per annum above the prime rate from time to time specified by The Hongkong And Shanghai Banking Corporation Limited; and
- (b) a collection charge of not exceeding 10% of the amount due to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

4. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager and the claim in any such action may include a claim for the solicitor and

own client costs of the Manager in such action. In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the Owners as a whole and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

5. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days of the date on which the same became payable the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4 of this Subsection E and in registering the charge hereinafter referred to shall stand charged on the undivided share(s) of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the undivided share(s) and the Unit or Units held therewith of the defaulting Owner. Such charge shall remain enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied.

6. Any charge registered in accordance with the last preceding paragraph shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the undivided share(s) of the defaulting Owner together with the right to the exclusive use occupation and enjoyment of the Unit held therewith and the provisions of Clause 4 of this Subsection E shall apply equally to any such action.

F. Application of monies received by Manager

1. Subject to Section VIII hereof, all insurance moneys compensation received or damages recoverable by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Building shall be expended by the Manager in the repair rebuilding or reinstatement of that part of the Land and the Building.

2. Where any compensation damages costs or expenses are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which claim has been made against the Owners or any of them as provided in Clause 4 of Subsection E of this Section VI, the same shall after deduction of any costs or expenses incurred by the Manager in recovering the same be credited to the accounts of those Owners against whom a claim has been made in the same proportions as such claim.

3. All moneys paid to the Manager by way of interest and collection charges shall be credited to the Special Fund.

4. The Manager shall have the right to apportion such sums received by him which are required to be credited to the Special Fund into the account(s) of any one or more sub-category(ies) of the Special Fund as the Manager shall reasonably determine.

G. Owners' interest in funds

Any person ceasing to be an Owner of any undivided share(s) in the Land and the Building shall thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 1(a) of Subsection E of this Section VI and the Special Fund to the intent that all such funds shall be held and applied for the management of the Land and the Building irrespective of changes in the ownership of the undivided share(s) in the Land and the Building PROVIDED that any deposit paid under Clause 1(a) of Subsection E of this Section VI shall be transferred into the name of the new Owner of such undivided share(s) AND PROVIDED further that upon the Land reverting to the Government or no renewal of the Government Grant being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII hereof, any balance of the said funds or in the case of extinguishment of rights and obligations as aforesaid an appropriate part of the said funds shall be divided between the then Owners of the Building in proportion to the respective contributions made by them or their respective predecessors under the provisions of Subsection D of this Section VI immediately prior to such reversion or in the case of extinguishment of rights and obligations as aforesaid between the Owners whose rights and obligations are extinguished.

H. Management records and accounts

1. The financial year may not be changed more than once in every five (5) years, unless that change is previously approved by a resolution of the Owners' Committee (if any).
2. (a) The Manager shall open and maintain an interest-bearing account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which refers to the management of the Building and shall use that account exclusively in respect of the management of the Building.

(b) Without prejudice to the generality of Clause (2)(a) of this Subsection H above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the management of the Building. The Manager shall display a document showing evidence of any account opened and maintained under Clause 2(a) of this Subsection H above or this sub-clause in a prominent place in the Building. Subject to Clause 2(c) of this Subsection H below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Building into the account opened and maintained under Clause 2(a) of this Subsection H above or, if there is an Owners' Corporation, the account or accounts opened and maintained under this sub-clause.

(c) Subject to this sub-clause, the Manager may, out of money received by him in respect of the management of the Building, 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). The retention of a reasonable amount of money as aforesaid or the payment of that amount into a current account in accordance with the aforesaid 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).

3. 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.

4. Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of the income and expenditure and a balance sheet in respect of that period and shall display a copy of the summary and balance sheet in a prominent place in the Building and cause it to remain so displayed for at least 7 consecutive days.

5. 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 Building and cause it to remain so displayed for at least 7 consecutive days. Such accounts shall be audited by auditors appointed by the Manager provided always that prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice. Each income and expenditure account and balance sheet shall include details of the Special Fund required by Clause 10 of Subsection D of this Section VI 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.

6. 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 prepared pursuant hereto.

7. The Manager shall on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him provided that all charges collected hereunder shall be credited to the Special Fund.

8. The Manager shall have power to appoint a firm of certified public accountants to audit the accounts and records of the Manager concerning the management of the Building and to certify the annual accounts prepared in accordance with the foregoing clauses and the accountant's fees shall be part of the management expenditure. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time provided that prior to formation of the Owners' Corporation, the Owners' Committee or the Owners at a meeting of the Owners may choose to appoint an auditor of their choice. 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 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 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.

9. (a) Subject to sub-clause (b) of this Clause 9, 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 Building 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 2 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 ends; and

(2) a balance sheet as at the date its appointment ends,

and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and

(ii) deliver to the Owners' Committee (if any) or the manager appointed in its place any books or records of account, papers, documents and other records which are required for the purposes of sub-clause (b)(i) of this Clause 9 and have not been delivered under sub-clause (a) of this Clause 9.

10. Subject to Clause 6(c) of Section X of this Deed, on termination of the Manager's appointment, the Manager must assign the undivided shares in the Common Areas and Facilities free of cost or consideration to its successor in office as the Manager who must hold the said undivided shares on trust for the benefit of all the Owners.

SECTION VII

A. Meetings of the Owners

1. An annual general meeting of the Owners of the Building shall be held at least once a year commencing with the year following that in which the Occupation Permit is issued. The Owners of the Building may meet from time to time as occasion may require to discuss and decide matters concerning the management of the Land and the Building.
2. (a) The annual general meeting shall be validly convened either by the Manager or by the Owners' Committee by at least 14 days' prior notice in writing to the Owners specifying the date, time and place of the meeting, the subjects to be discussed and the resolutions (if any) that are to be proposed at the meeting.

(b) A meeting of Owners may be convened by the Owners' Committee, the Manager or an Owner appointed to convene such a meeting by the Owners of not less than 5% of the undivided shares in aggregate. 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. Such notice of meeting shall specify the date, time and place of the meeting, and the resolutions (if any) that are to be proposed at the meeting. Such notice of meeting may be given by delivering it personally to the Owner; or by sending it by post to the Owner at his last known address; or by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
3. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. The quorum at a meeting of Owners shall be 10% of the Owners. For the purpose of this clause, the reference to "10% of the Owners" shall be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of undivided shares into which the Building is divided and shall not be construed as the Owners of 10% of the undivided shares in aggregate.
4. The only persons entitled to attend any such meeting and vote thereat shall be Owners of the Building or the proxy or proxies of the Owner or Owners of the Building duly appointed by the Owner or Owners in writing.
5. A meeting of Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened by the Manager or an Owner appointed to convene such a meeting by the Owners of not less than 5% of the undivided shares in aggregate under Clause 2(b) of this Subsection A of Section VII, the person convening the meeting.
6. All resolutions passed at such meeting by a majority of the Owners present in person or by proxy and voting shall be binding on all the Owners and the Manager of the Building Provided that such resolutions shall not be contrary to any of the covenants terms and conditions contained in these presents and the Government Grant.
7. A resolution put to the vote of the meeting shall be decided by majority of votes.

8. At a meeting of Owners:-
- (a) An Owner shall have one vote in respect of each undivided share that he owns.
 - (b) An Owner may cast a vote personally or by proxy.
 - (c) Where 2 or more persons are the co-owners of an undivided share, the vote in respect of the undivided share may be cast by a proxy jointly appointed by the co-owners; by a person appointed by the co-owners from amongst themselves; or if no appointment is made as aforesaid, either by one of the co-owners personally or by a proxy appointed by one of the co-owners, and, where two or more persons are the co-owners of an undivided share and more than one of the co-owners seeks to cast a vote in respect of the undivided share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that undivided share in the register kept at the Land Registry shall be treated as valid.
 - (d) If there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
9. An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), and
- (a) shall be signed by the Owner; or
 - (b) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.

The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened by the Manager or an Owner appointed to convene such a meeting by the Owners of not less than 5% of the undivided shares in aggregate under Clause 2(b) of this Subsection A of this Section VII, the person convening the meeting at least 48 hours before the time for the holding of the meeting. 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.

10. The Manager shall send a representative or representatives to all such meetings and a record of the persons present at the meeting and the proceedings thereof shall be kept.

11. Within 9 months from the date of these presents, the Manager shall convene a meeting of the Owners (and the Manager shall call further and subsequent meetings if required) for the purpose of forming an Owners' Committee and electing the first Chairman thereof or appointing a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong). The first Chairman shall act until the first annual general meeting when the post of Chairman shall fall vacant and an election for Chairman shall be held. Thereafter a Chairman shall be elected at each annual general meeting for the ensuing year.

12. The function of the Owners' Committee is to represent the Owners of the Land and the Building in all dealings with the Manager and to undertake such other duties as the Manager may with the approval of the Owners' Committee delegate to the Owners' Committee and without in any way limiting the generality of the foregoing:

- (a) to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Building;
- (b) to apply if thought fit for registration as a corporation under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong);
- (c) prior to the formation of the Owners' Corporation, to remove the Manager of the Building with the sanction of a resolution at a meeting of the Owners of the Building duly convened and passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners holding not less than 50% of the undivided shares in aggregate (excluding the undivided shares allocated to the Common Areas and Facilities) in the Building and upon the giving to the Manager not less than three months' notice in writing;
- (d) to appoint (whether in place of any Manager removed or to fill any vacancy) any service company or agent as a Manager of the Building upon the termination of the then Manager's employment;
- (e) to undertake consider review and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.

13. Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and Facilities shall not be taken into account for the purpose of voting or calculating the quorum of any meeting. Accordingly, the undivided shares as referred to in Clause 8 of this Subsection A shall not include the undivided shares allocated to the Common Areas and Facilities.

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

B. Meetings of the Owners' Committee

1. A meeting of the Owners' Committee may be convened at any time by the Chairman or any 2 members of the Owners' Committee.

2. In the election of the members to the Owners' Committee, the Owners shall endeavour to elect such number of representatives from the Owners for the time being of the Building to represent the Owners PROVIDED THAT the total number of representatives shall be at least 3 but not more than 6.

3. Any Owner (including any one or two or more co-owners) for the time being of the undivided share or shares in the Land and the Building shall be eligible for election to the Owners'

Committee. In the event of an Owner being a corporate body, the representative(s) appointed by such Owner shall be eligible for such election. The appointment of a representative or representatives by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing given to the Owners' Committee.

4. A member of the Owners' Committee shall hold office until the annual general meeting of Owners next following his appointment or election provided that:

- (a) He shall nevertheless cease to hold office if:
 - (i) he resigns by notice in writing to the Owners' Committee;
 - (ii) he ceases to be eligible; or
 - (iii) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.
- (b) If in any annual general meeting at which an election of the Owners' Committee should take place, the office of the retiring members or any of them is not filled, or if in any year no annual general meeting is held, the members of the Owners' Committee shall continue to be in office until the next annual general meeting.

5. Retiring members of the Owners' Committee shall be eligible for re-election.

6. Subject to Clause 2 above, the Owners' Committee may appoint any eligible Owner to fill any casual vacancy or as an additional member for the current term.

7. The Owners' Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below 3. In the event that the number is reduced below 3, the remaining member of the Owners' Committee may act but only for the purpose of calling for a meeting of the Owners to elect an Owners' Committee.

8. Any one or more members of the Owners' Committee may be removed from office by resolution passed at a meeting of the Owners and new members of the Owners' Committee may be elected in the place of those removed from office.

9. The Owners' Committee shall have full power to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or by-laws shall be contrary to or inconsistent with the provisions of this Deed.

10. (a) The officers of the Owners' Committee ("Officers") shall be:
- (i) the Chairman;
 - (ii) the Secretary; and

- (iii) such other officers (if any) as the Owners' Committee may from time to time elect.
- (b) The Officers shall be elected by the Owners, such election to be held at or as soon as reasonably possible after the annual general meeting at which the Owners' Committee is elected and at such other times as may be necessary.
- (c) All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.

11. 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, and that notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. Such notice of meeting may be given by delivering it personally to the member of the Owners' Committee; or by sending it by post to the member of the Owners' Committee at his last known address; or by leaving it at the member's Unit or depositing it in the letter box for that Unit.

12. 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.

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

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

14. At a meeting of the Owners' Committee, each member present shall have one (1) vote on a question before the Owners' Committee and if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.

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

SECTION VIII

REINSTATEMENT

1. In the event of the Building or any part or parts of the Building being so damaged by fire typhoon earthquake subsidence or other cause so as to render the same substantially unfit for habitation or occupation, the Manager or the Owners of not less than 75% of the undivided shares allocated to the damaged part(s) (excluding the undivided shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners of the Building or part or parts of the Building so affected, and such meeting may resolve that by reason of insufficiency of insurance monies changes in building law and/or regulations or any other circumstances whatsoever it is not practicable to reinstate and rebuild the Building or such part or parts of the Building, then and in such event the undivided shares in the Land and the Building or such part or parts of the Building shall be acquired by the Manager and the Owners of such undivided shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by either private treaty or public auction and to distribute the net proceeds of sale amongst the Owners of such undivided shares in proportion to the respective undivided shares previously held by such former Owners. All insurance moneys received in respect of any policy insurance on the Building or such part or parts of the Building shall likewise be distributed amongst such former Owners. In such event, all the rights privileges obligations and covenants of such Owners under this Deed or any other deed shall be extinguished so far as the same relate to the Building or such part or parts of the Building Provided Always That if it is resolved to reinstate or rebuild the Building or such part or parts of the Building, each Owner of the Building or such part or parts shall pay his due proportion of the excess of the cost of reinstatement or rebuilding of the Building or such part or parts of the Building over and above the proceeds from the insurance of the Building or such part or parts of the Building and that until such payment the same will be a charge upon his interest in the Land and the Building or the relevant part of the Building and be recoverable as civil debt.

2. Notwithstanding any other provisions to the contrary herein contained, the following provisions shall apply to a meeting convened by the Manager or the Owners of not less than 75% of the undivided shares allocated to the damaged part(s) (excluding the undivided shares allocated to the Common Areas and Facilities) as provided in Clause 1 of this Section:

- (a) Every such meeting shall be convened by at least 14 days' prior notice in writing given by the appropriate persons convening such meeting either personally or by post addressed to the Owners at their last known addresses or by leaving the notices at the Owners' Units or depositing the notices in the letter boxes of their Units.
- (b) Subject to sub-clause (1) of this Clause 2, no business shall be transacted at any meeting unless a quorum is present throughout the meeting and Owners present in person or by proxy who in the aggregate have vested in them not less than 75% of the total number of undivided shares in the Building or in the damaged part or parts of the Building shall be a quorum.
- (c) Subject to sub-clause (1) of this Clause 2, if within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned

to the same time and day in the next week at the same place.

- (d) The Manager shall be the chairman of the meeting if such meeting is convened by the Manager or the Owners present in such meeting shall choose one of them to be the chairman of the meeting.
- (e) The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof.
- (f) Subject to sub-clause (l) of this Clause 2, every Owner shall have one vote for each undivided share vested in him and in the case of Owners who together are entitled to one such undivided share such Owners shall jointly have one vote for each such undivided share and in case of dispute only the Owner whose name, in order of priority, stands highest in relation to that undivided share in the register kept at the Land Registry shall have the right to vote.
- (g) Votes may be given either personally or by proxy.
- (h) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by that body corporate in that behalf. The instrument appointing a proxy shall be lodged with the chairman of the meeting or the person convening the meeting pursuant to this Deed, at least 48 hours before the time for the holding of the meeting. 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.
- (i) Subject to sub-clause (l) of this Clause 2, a resolution passed by not less than 75% majority of the Owners present in person or by proxy and voting at a duly convened meeting of the Owners present in person or by proxy who in the aggregate have vested in them not less than 75% of the undivided shares allocated to the damaged part or parts of the Building shall be binding on all the Owners of such part or parts of the Building Provided as follows:
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed.
- (j) Subject to sub-clause (l) of this Clause 2, a resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than 75% of the undivided shares allocated to the part or parts of the Building in question shall be as

valid and effectual as if it had been passed at a duly convened meeting of such Owners.

- (k) The accidental omission to give notice as aforesaid to any Owners shall not invalidate the meeting or any resolution passed thereat.
- (l) Notwithstanding any provisions herein contained, the undivided shares allocated to the Common Areas and Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the undivided shares as referred to in the Clauses 2(b), (c), (f), (i) and (j) of this Section VIII shall not include the undivided shares allocated to the Common Areas and Facilities.

SECTION IX

EXCLUSIONS AND INDEMNITIES

The Manager, its employees, agents or contractors and the Owners' Committee shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted to be done in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager, its employees, agents or contractors or the Owners' Committee. Without in any way limiting the generality of the foregoing, the Manager, its employees or agents and the Owners' Committee shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

- (a) any defect in or failure or breakdown of any of the Common Areas or the Common Facilities; or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Building; or
- (c) fire or flooding or the overflow or leakage of water or other effluent from anywhere whether within or outside the Building; or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft, burglary, robbery or crime within the Building;

unless it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, agents or contractors or the Owners' Committee involving criminal liability or dishonesty or negligence and no owner will be required to indemnify the Manager, its employees, agents or contractors or the Owners' Committee from and against any action, claim etc. arising out of such act or omission Provided that the contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

SECTION X

MISCELLANEOUS

1. Without prejudice to any provisions herein contained, no person shall after ceasing to be an Owner of any undivided shares in the Land and the Building be liable for any debts liabilities or obligations under the covenants terms and conditions of this Deed in respect of such undivided share and/or the part of the Building held therewith save and except in respect of any breach non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.

2. Each Owner shall notify the Manager of the name and address of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit must provide the Manager with an address in Hong Kong for service of notices under the terms of this Deed, failing which the address of his Unit shall be deemed to be his address for service.

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

4. Subject as hereinbefore provided in the case notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if served personally upon the party to be served or sent by post addressed to the party to whom the notices or demands are given at his last known address or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same Provided that where notice is to be given to an Owner who is a chargor, such notice may also be served on the chargee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known place of business or residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

5. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Land and the Building including the Common Areas and Facilities and to the undivided shares held therewith.

6. (a) No provision in this Deed shall prejudice or contravene or in any way be construed or constructed so as to prejudice or exclude or contravene the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and the Schedules thereto.

(b) At any time after the formation and during the period of existence of the Owners'

Corporation under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the Owners' meeting under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.

- (c) Upon execution of this Deed, the Registered Owner shall assign the whole of the undivided shares in the Common Areas and Facilities free of cost or consideration to the Manager appointed under this Deed who must hold the said undivided shares on trust for the benefit of all Owners and, if an Owners' Corporation is formed under the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), it may require the Manager, in accordance with this Deed to assign the undivided shares in the Common Areas and Facilities and transfer the management responsibilities to it free of cost or consideration, in which event, the Owners' Corporation must hold such undivided shares on trust for all the Owners.
- 7.
- (a) The Registered Owner (which expression, for the purpose of this clause, shall exclude its assigns) shall at the costs of the Registered Owner cause this Deed to be translated into Chinese and deposit a copy of this Deed and such Chinese text at the management office for inspection by all Owners free of cost within one month from the date of this Deed. A copy of this Deed and the Chinese text of this Deed shall be supplied to each Owner on request at his expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction thereof, the English text shall prevail.
 - (b) The Registered Owner (which expression, for the purpose of this clause, shall exclude its assigns) shall at the costs of the Registered Owner deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) in both English and Chinese versions at the management office for reference by all Owners free of cost and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
 - (c) The Registered Owner (which expression, for the purpose of this clause, shall exclude its assigns) shall at the costs of the Registered Owner deposit a copy of the updated Fire Safety Management Plan at the management office for inspection by all Owners free of cost within one month from the date of this Deed. A copy of the Fire Safety Management Plan shall be supplied to each Owner on request at his expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
8. A set of plans showing the Common Areas and Facilities where such can be shown and delineated on plans as appropriate and any subsequent amendments thereto shall be prepared by the Registered Owner and certified as to their accuracy by the Authorised Person and kept at the management office and may be inspected by the Owners during normal office hours free of cost and charge.

9. The undivided shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) or otherwise or liability to pay any fees under this Deed, nor shall such undivided shares be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) or otherwise.

10. (a) The Registered Owner shall at its own costs compile for the reference of the Owners and the Manager a schedule and maintenance manual for the Works and Installations setting out the following details: -

- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) recommended maintenance strategy and procedures;
- (iv) a list of items of the Works and Installations requiring routine maintenance;
- (v) recommended frequency of routine maintenance inspection;
- (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) recommended maintenance cycle of the Works and Installations.

(b) The Registered Owner shall deposit a full copy of the schedule and maintenance manual for the Works and Installations in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the relevant Special Fund.

11. The schedule and the maintenance manual for the Works and Installations shall be revised if necessary in future to take into account any necessary changes such as addition of works and installations in the Building and the updating of maintenance strategies in step with changing requirements.

12. The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this

Deed.

13. All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund.

14. The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

15. Any consent or approval that the owners may be required to obtain from the Manager shall not be unreasonably withheld.

16. In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender; words importing persons shall include corporations and vice versa; references to clauses and schedules are to be construed as references to clauses of, and schedules to, this Deed.

17. 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 the Owners on any business relating to the management of the Building.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

The Government Grant

The Government Lease of Inland Lot No.58, particulars of which are as follows:-

- (a) Date : the 26th day of March 1858
- (b) Parties : late Queen Victoria of the one part and Joze Maria D' Almada e Castro of the other part
- (c) Term : 999 years from the 1st day of September 1857
- (d) Lot : Inland Lot No.58

THE SECOND SCHEDULE ABOVE REFERRED TO

Allocation of undivided shares to each Unit

(A) <u>Units</u>	<u>No. of Units</u>	<u>No. of undivided shares per Unit</u>	<u>Total No. of undivided shares</u>
Flat A on 3/F with Flat Roof	1	16	16
Flat B on 3/F with Flat Roof	1	25	25
Flat C on 3/F with Flat Roof	1	26	26
Flat D on 3/F with Flat Roof	1	17	17
Flat A on 5/F-7/F	3	16	48
Flat B on 5/F-7/F with BAL and UP	3	28	84
Flat C on 5/F-7/F with BAL and UP	3	28	84
Flat D on 5/F-7/F	3	16	48
Flat A on 8/F-30/F with BAL	20	18	360
Flat B on 8/F-30/F with BAL and UP	20	28	560
Flat C on 8/F-30/F with BAL and UP	20	28	560
Flat D on 8/F-30/F with BAL	20	18	360
Flat A on 31/F with BAL	1	18	18
Flat B on 31/F with BAL and UP	1	28	28
Flat C on 31/F with Stairhood, BAL, UP and Flat Roof on Roof floor	1	50	50
	<hr/>	Sub-total:	<hr/>
	99		2,284
(B) <u>Common Areas and Facilities</u>			66
		Total = (A)+(B) :	2,350
			<hr/> <hr/>

- Notes: (1) BAL = Balcony, UP = Utility Platform
(2) In the numbering of floors, the 4/F, 13/F, 14/F and 24/F are omitted
(3) Recreational Facilities are located on the 1/F

THE THIRD SCHEDULE ABOVE REFERRED TO

Allocation of Management Shares to each Unit :

(A) <u>Units</u>	<u>No. of Units</u>	<u>No. of Management Shares per Unit</u>	<u>Total No. of Management Shares</u>
Flat A on 3/F with Flat Roof	1	16	16
Flat B on 3/F with Flat Roof	1	25	25
Flat C on 3/F with Flat Roof	1	26	26
Flat D on 3/F with Flat Roof	1	17	17
Flat A on 5/F-7/F	3	16	48
Flat B on 5/F-7/F with BAL and UP	3	28	84
Flat C on 5/F-7/F with BAL and UP	3	28	84
Flat D on 5/F-7/F	3	16	48
Flat A on 8/F-30/F with BAL	20	18	360
Flat B on 8/F-30/F with BAL and UP	20	28	560
Flat C on 8/F-30/F with BAL and UP	20	28	560
Flat D on 8/F-30/F with BAL	20	18	360
Flat A on 31/F with BAL	1	18	18
Flat B on 31/F with BAL and UP	1	28	28
Flat C on 31/F with Stairhood, BAL, UP and Flat Roof on Roof floor	1	50	50
	<hr/>	Sub-total:	<hr/>
	99		2,284
(B) <u>Common Areas and Facilities</u>			0
		Total = (A)+(B) :	2,284
			<hr/> <hr/>

- Notes: (1) BAL = Balcony, UP = Utility Platform
(2) In the numbering of floors, the 4/F, 13/F, 14/F and 24/F are omitted
(3) Recreational Facilities are located on the 1/F

THE FOURTH SCHEDULE ABOVE REFERRED TO

Works and Installations as at the date of this Deed :

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system;
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) lift installations (if applicable);
- (ix) gas supply system;
- (x) window installations;
- (xi) central air-conditioning and ventilation system;
- (xii) security system;
- (xiii) the Slopes and Retaining Walls; and
- (xiv) pool filtration system.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Fire Safety Management Plan)

Fire Safety Management Plan
For Proposed Residential Building Redevelopment
At Nos. 8 Mosque Street,
Mid-Levels

Prepared by : Lu Tang Lai Architects Ltd.

Date : 16 July 2020

Table of Content

1. Introduction
2. Maintenance Plan
3. Training Plan
4. Fire Action Plan

Appendix 1 – GBP with Exit Routes

Appendix 2 – Sample Checklist on Housekeeping

Appendix 3 – Undertaking Letter

1. INTRODUCTION

1.1 GENERAL

The Fire Safety Management Plan ("the Plan") is an elaboration on the fire safety management for a 28-storey domestic building with clubhouse and basement plant room (with open kitchen) at No. 8 Mosque Street, Mid-Levels, ("the Development"), prepared in accordance with the Code of Practice for Fire Safety in Buildings 2011 ("FS Code 2011").

The Plan provides guidance on managing and maintaining the fire safety provisions of the Development; to ensure safe evacuation of occupants from the premises; necessary fire safety actions and precautionary measures to be carried out and the roles and duties of the fire safety management staff.

The Plan is divided into three sections: Maintenance Plan, Training Plan and Fire Action Plan in accordance with Clause F4.5 of FS Code 2011.

Section 2 on Maintenance Plan includes (a) approved GBP with exit routes highlighted, (b) documents indicating the details/ specifications of the fire safety provisions installed; (c) period for regular maintenance of the fire safety provisions installed; (d) method statements for maintenance; (e) Repair methods; (f) Records of maintenance or repair works carried out; and (g) Housekeeping.

Section 3 on Training Plan focuses on the roles and duties of the fire safety management staff for ensuring that they are familiar with the fire safety provisions installed and the actions to be taken in case of fire, and fire safety training provided for the fire safety management staff.

Section 4 on Fire Action Plan formulates the procedures to be taken in case of fire.

The Plan is a live document, which requires periodic review. All aspects, recommendations and procedures of the fire safety strategy should be reassessed on a regular basis and updated to reflect any modifications / changes in use and operation of any area of the premises and the design assumptions adopted.

1.2 READERSHIP

The following parties or individuals should read and understand the procedures listed in this document:-

- (a) Property management staff and all staff members who will work for the Development.
- (b) Architects, building services engineers, contractors and other building professionals who involve in any alteration/renovation/repair/maintenance work, which may affect the established fire safety management and evacuation operation.
- (c) The Plan shall be made available at the fire control room/ property management office/caretaker's counter of the Development at all times

1. INTRODUCTION (cont'd)

1.3 BUILDING DESCRIPTION

The open kitchen design in the flats is provided complying with the fire safety provisions provided to the subject flat in accordance with FS Code 2011 Clause C13.4.

1.3.1 Fire Safety Provisions for Flats with Open Kitchen

The flats with open kitchen are equipped with fire safety provisions in accordance with FS Code 2011 Clause C13.4 for the protection of lives and property. The property management office has the duty and liability to ensure the fire safety designs are not removed or tampered.

Fire protection, detection and warning measures for Flat A, B, C & D at 3/F – 30/F (excluding 4/F, 13/F, 14/F and 24/F) and Flat A, B & C at 31/F of the Development are as follows:-

- (a) Addressable smoke detectors with sounder base should be provided inside the living area of the flat except bedroom, bathroom & private flat roof. Addressable smoke detector should be provided at the lift lobby outside the flat with open kitchen. The smoke detectors should be classified as fire service installation and should comply with the Code of Practice for Minimum Fire Service Installations and Equipment. The alarm signal of the addressable smoke detectors with sounder base inside the flats with open kitchen and smoke detectors at the lift lobby outside the flat with open kitchen will be linked to the fire services control panel at the Fire Control Centre at G/F. However, only the addressable smoke detectors in lift lobby should be connected to the common fire alarm system of the building and the fire services communication centre by direct telephone link.
- (b) Sprinkler heads should be provided to cover the notional open kitchen area. The sprinkler head should be classified as fire service installation and should comply with the Code of Practice for Minimum Fire Service Installations and Equipment. The alarm signal of the system should be linked to the fire services control centre, the building fire alarm system and directly to the Fire Services Communication Centre.
- (c) A full height wall having an FRR of not less than -/30/30 should be provided adjacent to the flat exit door. The width of the wall should not be less than 600 mm. The wall will be constructed with a material that is not easily removable.
- (d) The smoke detectors and sprinklers will be annual inspected and certified by a Registered Fire Services Installation Contractor (RFSIC).

1.3.2 Fire Safety Provisions for the Development

The development is equipped with various fire protection systems to protect the occupants and the property. These include:-

- (a) Portable Fire Extinguishers
- (b) Fire Hydrant / Hose Reel System
- (c) Automatic Sprinkler System
- (d) Fire Alarm and Detection Systems
- (e) Fireman's Lift
- (f) Emergency Lighting
- (g) Directional / Exit Signs
- (h) Emergency Generator
- (i) Ventilation / Air Conditioning Control System
- (j) Drencher System

1. INTRODUCTION (cont'd)

1.3.3 Purpose of the Fire Safety Management Plan

The fire safety management plan should be endorsed and implemented by the property management office as the duty of the property management office under Deed of Mutual Covenant (DMC).

In addition, the fire safety management plan and the DMC should contain the following fire safety requirements for implementation:-

- (a) The fire safety provisions (including sprinkler heads, smoke detectors and full height wall as mentioned in Section 1.3.1) shall not be removed or tampered.
- (b) The corresponding responsibilities on the maintenance, testing and commissioning of the abovementioned fire safety provisions among the property management office, the property management staff and the flat owner/ tenant/ occupant of the open kitchen unit to facilitate legal execution of the related conditions/ requirements.
- (c) RFSIC shall be responsible for the maintenance and inspection work of the fire safety provisions with appropriate maintenance procedures, and issuance of relevant maintenance certificate (F.S. 251) to prove their function.
- (d) Staff training including the course of actions to be carried out by security officer/ security guard.
- (e) Fire drill will be carried out annually.

2. MAINTENANCE PLAN

2.1 GENERAL

For day-to-day operation of the premises, a structured and organized fire safety management plan is necessary to ensure all aspects related to its evacuation will be implemented and exercised regularly and competently. The plan shall be implemented in parallel with effective management which is fundamental to achieve fire safety. Without effective management, parts or all components of the fire protection systems could be rendered ineffective.

The fire safety management plan is intended to ensure all provisions made for fire safety of the premises are kept in good working condition. While active measures integrated into the system design including fire hydrant and hose reel systems, automatic sprinkler system, fire detection and alarm systems, portable fire extinguishers and other fire safety provisions within the Development shall be checked regularly and properly by routine maintenance, passive measures including timely repair of all damages to construction elements with particular attention to maintenance and operation of fire doors should also be taken.

The fire safety management plan should be brought to the attention of the property management office and all management staff.

2.2 MAINTENANCE PLAN

In addition to responsibilities for routine inspection, the property management staff should ensure all fire safety equipment is adequately and routinely tested and maintained. The fire safety of occupants is depended on a large number of inter-related features. Failure to maintain any one of the fire safety provisions in functional working order will cause the fire safety management of the whole premises to be ineffective.

For open kitchens in Flat A, B, C & D at 3/F – 30/F (excluding 4/F, 13/F, 14/F and 24/F) and Flat A, B, & C at 31/F of the Development, which are provided in accordance with Clause C13.4, the following conditions will be incorporated into the fire safety management plan and DMC, where applicable, to ensure the implementation and operation of the following fire safety provisions:

- (a) Smoke detectors provided inside the flats and at the common lobby outside the flats should not be removed or obstructed.
- (b) Sprinkler head provided to cover the notional open kitchen area should not be removed or obstructed.
- (c) The full height wall having an FRR of not less than -/30/30 adjacent to the flat exit door should not be removed.
- (d) The fire service installations in a) and b) above should be subject to annual check conducted by the management's Registered Fire Service Installation Contractor (RFSIC).

The property management office should assist the owners to carry out annual maintenance of the fire service installations and submit the maintenance certificate (F.S. 251) to the Fire Services Department. The owners should allow access for the RFSIC to carry out annual check and maintenance.

2. MAINTENANCE PLAN (cont'd)

2.2 MAINTENANCE PLAN (cont'd)

A set of this fire safety management plan shall be kept in property management office and the caretaker's counter. Alterations or modifications to an existing installation should not be carried out without consultation with the enforcing authorities, and where possible, the original system designer, fire safety engineer or installer (or other qualified persons). Implications of any alteration or modification also need to be checked against the requirements of relevant drawings.

2.2.1 Approved GBP with Exit Routes Highlighted

A set of approved GBP with exit routes as illustrated in Appendix 1 highlighted together with this fire safety management plan shall be kept in the property management office and the caretaker's counter.

2.2.2 Documents Indicating the Details/ Specifications of the Fire Safety Provisions Installed

A set of documents indicating the details/ specifications of the fire safety provisions installed together with this fire safety management plan shall be kept in the property management office and caretaker's counter.

2.2.3 Period for Regular Maintenance of the Fire Safety Provisions Installed

The property management staff is required to ensure the fire service installations to be functional at all times and checked by a RFSIC at least once in every 12 months

2.2.4 Method Statements for Maintenance

Active fire services installations need to be well maintained in accordance with the statutory requirements. It is vital that they operate in accordance with the original design intent. All fire safety installations should be tested individually. The systems should be tested as a complete entity and the followings shall be observed:

(a) Portable Fire Extinguishers

Apart from annual inspection, portable fire extinguishers shall undergo a hydraulic pressure test at least once in every 5 years and such test shall be carried out by a Class 3 RFSIC.

(b) Fire Hydrant And Hose Reel System

The fire hydrant and hose reel system shall be regularly checked to ensure the hydrant / hose reel nozzles, valves, fittings etc. remain intact at all times and are not damaged or misused for other purposes. In addition, all fire hydrants and hose reels must not be obstructed for operations.

2. MAINTENANCE PLAN (cont'd)

2.2.4 Method Statements for Maintenance (cont'd)

(c) Automatic Sprinkler System

The automatic sprinkler system shall be maintained in efficient working order at all times and shall be inspected by a RFSIC at least once in every 12 months. Sprinkler subsidiary valves management system (SSVMS) must be installed in accordance with FSD Circular Letter No. 4/2010.

(d) Fire Detection And Alarm Systems

The fire detectors and alarm systems shall be maintained in efficient working order at all times and shall be inspected by a RFSIC at least once in every 12 months.

The direct line connection should be tested once every 2 weeks or at such time and interval as required by the requirements currently in force.

(e) Fireman's Lift

Fireman's lift shall be maintained in efficient working order at all times and in accordance with the requirements stipulated in the Code of Practice for Lift Works and Escalators Works issued by the Director of Electrical and Mechanical Services.

(f) Emergency Lighting

All emergency lighting shall be maintained in efficient working order at all times and shall be inspected by a RFSIC at least once in every 12 months.

(g) Directional / Exit Signs

All exit signs shall be maintained in efficient working order at all times and shall be inspected by a RFSIC at least once in every 12 months. Besides, exit sign should be tested whenever an emergency lighting system is tested.

(h) Emergency Generator

The emergency generator shall be maintained in efficient working order at all times and shall be inspected by a RFSIC at least once in every 12 months.

(i) Ventilation / Air Conditioning Control System

The installation shall be maintained in efficient working order at all times and shall be inspected by a RFSIC at least once in every 12 months.

(j) Drencher System

The system shall be maintained in efficient working order at all times and shall be inspected by a registered fire service installation contractor at least once in every 12 months.

2.2.5 Repair Methods

Under the Fire Service (Installations and Equipment) Regulations (Cap. 95B) 7(1) and 9(1), only a registered contractor who satisfies the requirements under regulation 3A of the Fire Service (Installation Contractors) Regulations (Cap. 95A), should maintain, inspect or repair; and should issue maintenance certificate (F.S. 251) for any fire service installation.

2. MAINTENANCE PLAN (cont'd)

2.2.6 Records of Maintenance or Repair Works Carried Out

The security officer should monitor the above inspections to be carried out and keep proper records of such inspections to be easily retrievable when required.

The security officer is required to submit the "Maintenance Report" to the property management staff for record at half yearly intervals. Copies of the maintenance certificate (F.S. 251) and records of inspection issued by the RFSIC should be included in the report.

In addition, all maintenance records / logs should be kept orderly in a secure place, including:

- (a) Maintenance and testing records
- (b) Record of issuance of "Hot works" permits
- (c) Log of contractor's attendance

2.2.7 Housekeeping

Good housekeeping and sensible fire precautions will reduce the possibility of a fire occurring. Security officer/ security guard should ensure that the accumulation of rubbish or the unauthorized stacking of combustible materials will not occur, as this will be detrimental to the functionality of the Development.

In addition, the development will be regularly inspected by security officer/ security guard and monitored by CCTV system, so as to ensure good housekeeping is in place.

The housekeeping will be carried out in accordance with the 'sample checklist on housekeeping' under Appendix F1 in FS Code 2011 as attached in Appendix 2.

2.2.8 Documentation

A copy of F.S. 251 for annual maintenance work shall be displayed at prominent location of the building for HKFSD's inspection.

2.2.9 Signal Caused by Detective Smoke Detectors inside Open Kitchen

After receiving the signal caused inside the open kitchen, the building management staff shall ensure the reinstallation of smoke detector inside open kitchen after a fire alarm be conducted by RFSIC.

2.2.10 Special Arrangement during A&A, renovation and repair works

In case of any A&A, renovation and repair works of the building, regular inspection will be arranged by property management staff to ensure no obstruction to the existing mean of escape and other fire service installation. No alterations or modifications to an existing installation should be carried out without consultation with the enforcing authorities.

3. TRAINING PLAN

3.1 FIRE SAFETY TRAINING

Fire safety training will be provided for the fire safety management staff on the actions to be taken on discovering a fire, firefighting at incipient stage, assisting non-staff members to react to alarm and escape, procedure for calling the Police and Fire Services Department and familiarize with the routes for evacuation. Proper training to operate portable fire extinguisher, breakglass and hose reel will be provided for the security officer and security guard.

3.2 STAFF DUTIES

3.2.1 Chief Fire Warden

The Chief Fire Warden should be the security officer and is to assume responsibility for the occupants of the premises from the time of sounding of the fire alarm.

- (a) In the event of a fire incident (notified via the caretaker's counter), the Chief Fire Warden should take the following actions:
 - i. Respond to the property management office.
 - ii. Coordinate with the Fire Warden to identify the area where the alarm is activated, and ascertain the nature and location of the fire incident.
 - iii. Determine whether fire safety actions such as initiating the fire incident broadcast and vehicular control entry into the premises need to be taken.
- (b) Upon determining evacuation is necessary, the Chief Fire Warden should:-
 - i. Advise the Fire Warden located at affected alarm operation floor to announce emergency message to occupants, assist occupants in evacuation and lead them to appropriate safe areas or protected staircase.
 - ii. Ensure all evacuated floors have been searched and cleared of occupants.
- (c) Upon arrival of the fireman:-
 - i. Ensure all evacuated floors have been searched and cleared of occupants.
 - ii. The Chief Fire Warden shall handover control of the situation to the FSD Commanding Officer.
 - iii. Brief the Commanding Officer on details of the fire incident.
 - iv. Cooperate and assist the fireman.
- (d) Following a fire incident, the Chief Fire Warden should:
 - i. Conduct a debrief to fire safety management staff for review.
 - ii. Report all details to the property management office.
 - iii. Plan for continuous improvement in fire safety aspect of the premises.
 - iv. The Chief Fire Warden is also responsible for the upkeep of this Manual.

3. TRAINING PLAN (cont'd)

3.2.2 Fire Warden

(a) The Fire Warden should be trained in fire safety and the Chief Fire Warden can carry out the duty of Fire Warden. Under the normal circumstances, the Fire Warden should be the security guard in the caretaker's counter and should take the following actions:

- i. Carry out routine inspections to the building quarterly;
- ii. Conduct regular staff training to management staff annually;
- iii. Keep staff training records at management office;
- iv. Keep fire drill and fire seminar records at the management office;
- v. Include the rundowns of the fire drill and fire seminars in the Training Plan;
- vi. Familiar with the exit routes and assembly points; and
- vii. Familiar with the locations of fire alarm control panel, fireman's lift, FS/Sprinkler inlets and FS pump rooms, etc.

(b) In the event of a fire alarm or emergency (notified via the caretaker's counter), the Fire Warden should take the following actions:

- i. Check or arrange to have the floor checked for any sign of fire.
- ii. Report to the Chief Fire Warden by using walkie-talkie or other communication system.
- iii. Initiate fire fighting, but only when it is safe to do so.
- iv. Initiate other corrective measures as necessary, but only if it is safe to do so.
- v. Ensure clear routes, including EVA route are available for evacuation/ fire fighting.

(c) Upon determining evacuation is necessary, the Chief Fire Warden/ Fire Warden should take the following actions:

- i. Respond to the Chief Fire Warden and advise the current situation.
- ii. Announce emergency broadcast by loudspeaker to the occupants in affected floor.
- iii. Assist the occupants inside the affected floors in evacuation and lead them to the appropriate safe areas or protected staircases. Assistance should be provided to the mobility impaired, pregnant occupants as well as the elderly and infants.
- iv. Prevent occupants using the lifts.
- v. Ensure evacuated floors have been searched and cleared of occupants.
- vi. Maintain in the management office for communicating with any person waiting for rescue.

3.3 FIRE DRILL

Regular fire drill shall be carried out at least once in every 12 months for the property management staff, security officer and security guard together with the participation of residents to familiarize with the emergency procedures. The following are the details of the fire drill plan:

3. TRAINING PLAN (cont'd)

3.3.1 Aim and Objectives of the Fire Drill:

- (a) Keep the property management staff, security officer and security guard conversant with the handling methods and procedures when fire occurs, and familiarize with all the emergency evacuation routes.
- (b) Keep all residents informed of the appropriate emergency escape routes to evacuate and meet at the assembly points when fire occurs.
- (c) Invite officers from Fire Services Department to provide fire-safety seminar after the fire drill to reduce the risk of fire occurrence. At the same time, provide information on how to use the fire extinguisher and hose reel system properly.

3.3.2 Person in Charge of the Fire Drill:

- (a) Security officer (Chief Fire Warden)
- (b) Security guard (Fire Warden)
- (c) Property management staff at the property management office

3.3.2.1 Preparation works:

- (a) Invite Fire Services Department to assist on the fire drill and fire-safety course a month in advance.
- (b) Post notices to notify residents the date, time, assembling area and the run-down of the fire drill a week in advance.
- (c) Arrange the Fire Warden to conduct and complete an inspection for the entire emergency escape routes a day in advance.

3.3.2.2 Example of rundown of the fire drill:

- (a) A fire occurs at Flat D of 15/F is simulated by sending an appropriate fire alarm signal to the caretaker's counter. The Fire Warden immediately sets off to investigate the incident. The Fire Warden arrives at the scene within 2.5 min and discovers smoke emanating through the main door of the flat. It is believed that fire occurs in the flat. The security guard knocks the door, shouts, but no one answers.
- (b) The Fire Warden then reports to the Chief Fire Warden to contact the emergency departments (Police and Fire Services) and concurrently breaks the "Fire Break Glass" for reporting to the Fire Services Department. The fire alarm also alerts the residents to evacuate from the Development through the emergency evacuation route.
- (c) The Chief Fire Warden in the caretaker's counter should immediately report the incident to the property management staff. Before the arrival of Fire Services Department, the Fire Warden should practice the operation of the hose reel system and/or the fire extinguisher (so that he/she may try to extinguish the fire under safe condition in a real fire) and evacuate the residents.

3.3.2 Person in Charge of the Fire Drill: (cont'd)

3.3.2.2 Example of rundown of the fire drill: (cont'd)

- (d) Elderly, children and disabled personnel should be assisted promptly and appropriately. The Fire Warden should cordon off the affected area and offer help to the owners/residents for evacuating the Development to prevent the owners/residents from returning to the Development when fire occurred. Upon arrival of the Fire Service Department, the Chief Fire Warden should report the location of the incident to the Fire Service Department and they will immediately take charge over the Development. The Chief Fire Warden should assist in guiding the firemen in taking the shortest route to the fire scene.
- (e) The Chief Fire Warden should conduct a checking to the emergency vehicular access for ensuring its clearance for the emergency vehicles (e.g. fire engine, police car and ambulance).
- (f) In the meantime, the Chief Fire Warden should immediately set up a temporary emergency control centre and assembly points to register residents who have safely evacuated from the Development and provide help in locating their relatives/ friends within the Development. In the development, the temporary emergency control centre and assembly points can be set at Mosque Street near entrance of the development, as shown in figure 1. The Chief Fire Warden will be the temporary chief commander, for reporting the latest information of the incident to the property management staff at the property management office.
- (g) When the incident is controlled and settled, the Chief Fire Warden and Fire Warden should clearing-up the affected areas and submit a comprehensive incident report to the property management staff at the property management office.

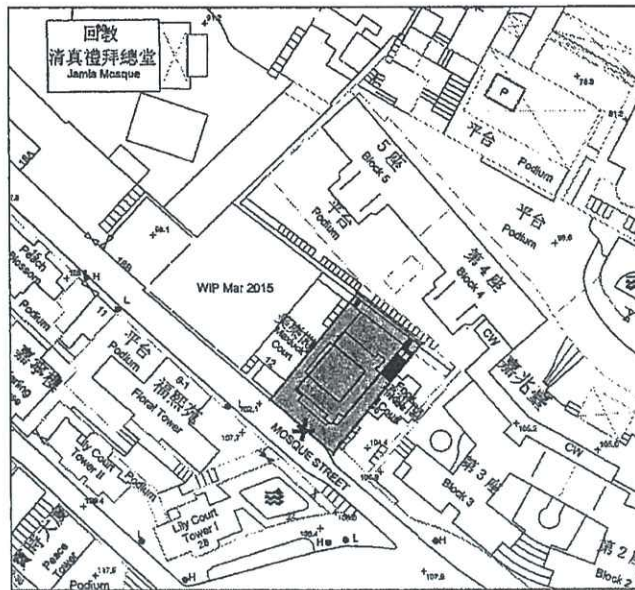


Figure 1 – Mosque Street near entrance of the development as a temporary emergency control centre

3.3.2.3 After fire drill procedure:

- (a) Hold a fire drill evaluation meeting and complete the fire drill report.

3. TRAINING PLAN (cont'd)

3.4 For Occupants

The following should be carried out by the management staff to educate the owners of the open kitchen units on awareness of the importance of the installation and maintenance of the FSI within the open kitchen unit, risk of fire, means of reporting a fire and action to be taken in the event of fire through the various safety campaigns such as fire safety talks, display of posters and distribute kitchen safety leaflet. The following messages should be given to the occupant throughout these safety campaigns:

- (a) Remind occupants not to leave things unattended while cooking;
- (b) Remind occupants that the sprinkler system and smoke detection system within open kitchen units should not be removed or obstructed; The owners should allow access for the registered FSI contractors to perform the annual inspection and maintenance of these FSI;
- (c) Provide information on the evacuation procedure for open kitchen fire and the emergency contact to the building management;
- (d) Remind occupants to inform the building management if renovation is needed for the open kitchen units;
- (e) Remind occupants when will be fire drill to be held and encourage occupants to participate the fire drill for their safety. Provide clear instructions on how the occupants could participate;
- (f) Remind occupants to response to fire or other emergency situation; and
- (g) Provide training to occupants for usage of manual fire alarm, hose reel systems and fire extinguishers.

4. FIRE ACTION PLAN

4.1 GENERAL

This section includes an emergency evacuation plan for the premises in case of fire incident. The purpose of establishing this plan is to ensure the means of escape in case of fire incident and fire safety measures provided for the occupants are both adequate and reasonable.

4.2 EMERGENCY EVACUATION PLAN

Means of escape for occupants are provided in accordance with the FS Code 2011. The emergency evacuation plan is to take into account circumstances of a fire incident to ensure the provided means of escape and fire safety precautionary measures are both adequate and reasonable.

The emergency evacuation plan defines procedures of emergency evacuation under different circumstances for fire safety management staff. The fire safety management staff shall include the Chief Fire Warden (security officer), Fire Warden (security guard) and property management staff.

The Chief Fire Warden is the key decision maker, responding to a fire for emergency incident. He/she must be the person who is in charge for security of the Development. The Fire Warden can be the security guard, fully aware of the roles and actions in the event of a fire incident apart from their normal daily operational duties.

All fire safety management staff involved in responding to a fire incident and assisting in the evacuation process shall be briefed and fully conversant with the evacuation procedures. This understanding will assume occupants can be directed to a place of ultimate safety, minimizing confusion by giving clear directions relating to escape routes. The specific duties of the Chief Fire Warden and Fire Warden have been detailed in Section 3.2.

4.2.1 Response to Alarms

Fire in the Development would be indicated by an alarm signal received in the FS Control Room and caretaker's counter or discovered by Chief Fire Warden / Fire Warden.

All fire signals, except those from the detectors at individual flats with open kitchen, received in the FS control room will be automatically relayed to the Computerized Fire Alarm Transmission System (CFATS) through direct link. Upon receiving any fire signal, the Fire Warden shall be sent to the affected flat or affected floor to check and confirm whether there is real fire or false alarm.

The response time of Fire Warden upon receipt of a fire alarm signal for the sounder base smoke detector should be within 2.5 minutes. If the Fire Warden discovers a fire, he/she shall report it to the Chief Fire Warden immediately by using walkie-talkie or other communication systems and initiate the fire alarm through break glass unit. The Chief Fire Warden shall also report the incident to FSD at the first instance by dialing 999.

After confirming a fire incident, the Chief Fire Warden shall describe the situation of the fire and report injury, if any, to the Fire Services Department. If safe to do so, Fire Warden should attempt to put out the fire using first aid fire fighting equipment (e.g. Portable fire extinguisher or fire hose reel). If the situation is critical, the Fire Warden should prompt the commencement of evacuation of the affected area immediately. The evacuation procedure in Section 4.3 shall be followed.

4. FIRE ACTION PLAN (cont'd)

4.2.2 Assisting the Firemen

After the fire was reported to Chief Fire Warden by the Fire Warden, the Fire Warden shall assist the elderly, children and person with disabilities or others as necessary to escape and try to extinguish the fire by means of hose reel/ portable fire extinguishers before the arrival of FSD personnel.

Once the FSD personnel arrived, the Chief Fire Warden should report to the FSD Incident Commander on the exact location of the incident flat units and current evacuation situation. The Chief Fire Warden should assist in guiding the firemen in taking the shortest route to the fire scene to shorten the time taken for the fire service.

All evacuation procedures should be taken over by FSD. The FS Control Room and caretaker's counter shall have detail floor plans available at all times for their information and use. The Chief Fire Warden / Fire Warden shall provide any assistance if necessary.

EVA, firefighting lift, firefighting stair and fire hydrants should be well maintained to improve the extinguishing capability for the fire-fighting operation.

4.3 EVACUATION PROCEDURES IN CASE OF A FIRE IN THE FLAT

All Chief Fire Warden / Fire Warden involved in responding to a fire event and assisting in the evacuation process shall be fully conversant with the evacuation procedures. This understanding will mean that they can dissuade occupants from entering the affected floor and give clear directions relating to routes of escape.

Once a fire alarm signal (except signal from sounder base smoke detector in flats with open kitchen) in the residential floor is received, the whole Development shall be immediately evacuated. Fire signal from local fire alarm of individual flat will not trigger the evacuation procedures unless a fire is discovered or reported.

The Development has a caretaker's counter attended by security guard (Fire Warden) at all time. In case of a fire occurred at an open kitchen unit, the Fire Warden will receive a signal from the local fire alarm and identify the incident flat through the building alarm panel in his vicinity. The Fire Warden will report to the Chief Fire Warden and request assistance. He/she will immediately set off and take the passenger lift only instead of the fireman lift and reach the relevant open kitchen unit within 2.5 minutes to verify whether it is a false or real fire.

If it is a false fire, the Fire Warden will inform the Chief Fire Warden that it is a false alarm and thus reset the alarm. In case of a real fire, the Fire Warden will locate the nearest fire hose reel cabinet and break the break glass unit to activate the alarm. Then, the Fire Warden will report the fire to the Chief Fire Warden by identifying himself/ herself clearly, explain the exact location of the fire and describe the situation of the fire and report any injury. Afterwards, the Fire Warden will assist the elderly, children and physical impaired persons for safe evacuation if necessary. The responsibilities of the Fire Warden in case of fire can be summarized as below:

In case of a false alarm:

- (a) Inform the Chief Fire Warden that there is a false alarm.
- (b) Reset the alarm.

4. FIRE ACTION PLAN (cont'd)

4.3 EVACUATION PROCEDURES IN CASE OF A FIRE IN THE FLAT (cont'd)

In case of a real fire:

- (a) When a fire is first discovered locate the nearest fire hose reel cabinet and break the "Break Glass unit" to activate the fire alarm.
- (b) Report the fire and/ or abnormal smoke to the authority via the emergency hotline (phone number: 999).
- (c) Report the incident to the Chief Fire Warden by:
 - i. Identify himself/ herself by name clearly
 - ii. Explain the exact location of the fire or smoke
 - iii. Describe the situation of the fire or smoke and report injury, if any;
- (d) Try to extinguish the fire by using the hose reel system and/or the fire extinguisher (under safe condition).
- (e) Assist elderly, children and person with disabilities or other as necessary for safe evacuation.

Notes:

- Always raise the alarm/ report back to the caretaker's counter first before attempting to put out the fire.
- Before opening any doors in the fire area, check it first; a hot door handle indicates that the fire has spread. The door will not be opened.
- In case of fire, lift should not be used.
- Always save life first before protecting property.
- Always stay low when the area is smoke logged. Smoke is a more lethal killer than fire and the freshest air is found closest to the floor.
- The Chief Fire Warden must ensure that the fire pump switch is set to automatic.

Emergency handling procedures will be worked out by to assist the residents to escape from the Development as follows:

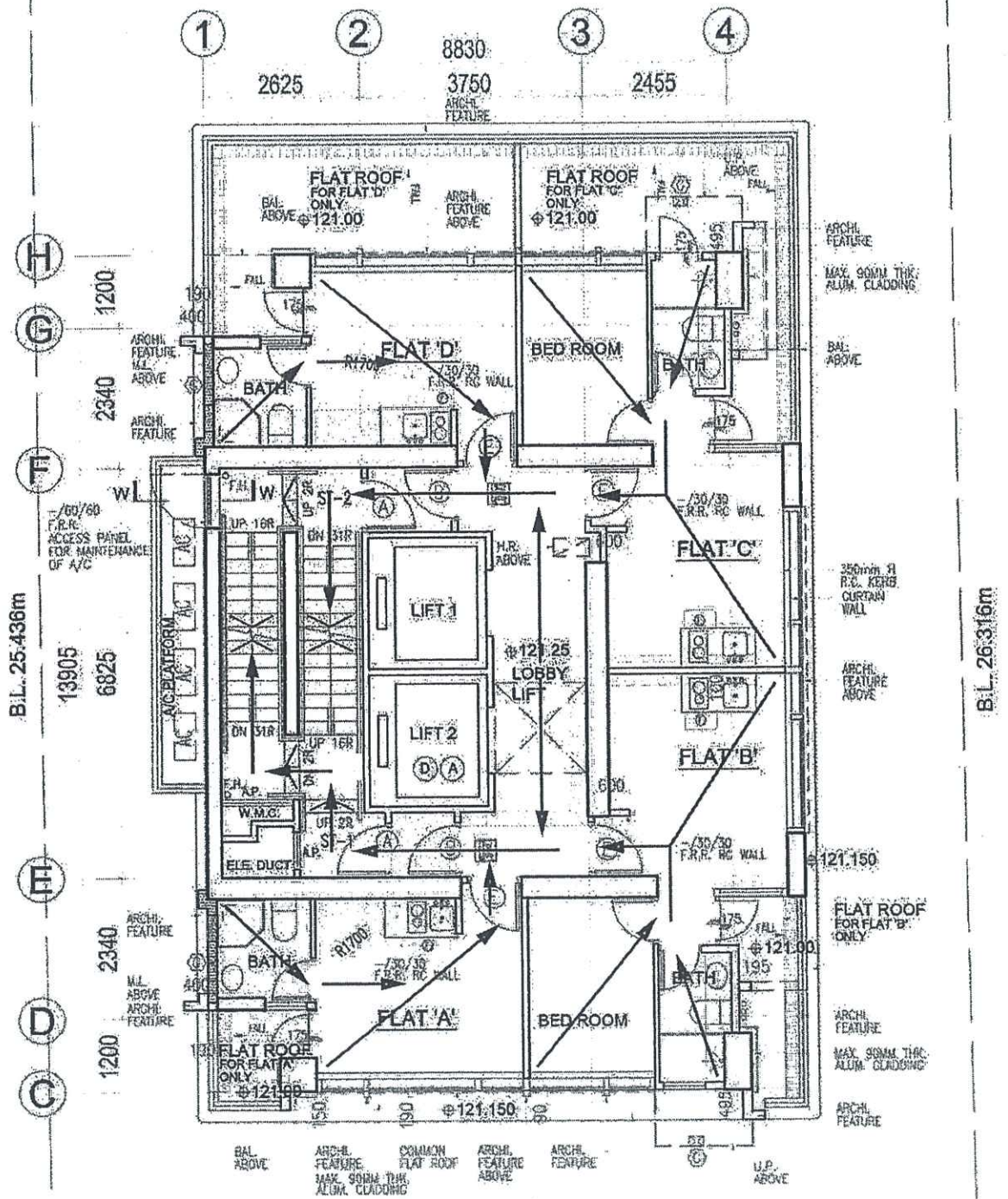
1. When the caretaker's counter receives report of fire from the residents or the fire alarm is activated, the Fire Warden will set off to investigate the incident and arrive at the incident location within 2.5 minutes.
2. After investigation, if fire is confirmed, the Fire Warden should contact the caretaker's counter for informing the exact fire location, contacting the emergency departments and concurrently break the "Fire Break Glass" for reporting to the Fire Services Department. The fire alarm will also alert the residents to evacuate from the Development safely by taking the emergency evacuation route.
3. The Chief Fire Warden in the caretaker's counter should immediately report the incident to the property management staff.

4. FIRE ACTION PLAN (cont'd)

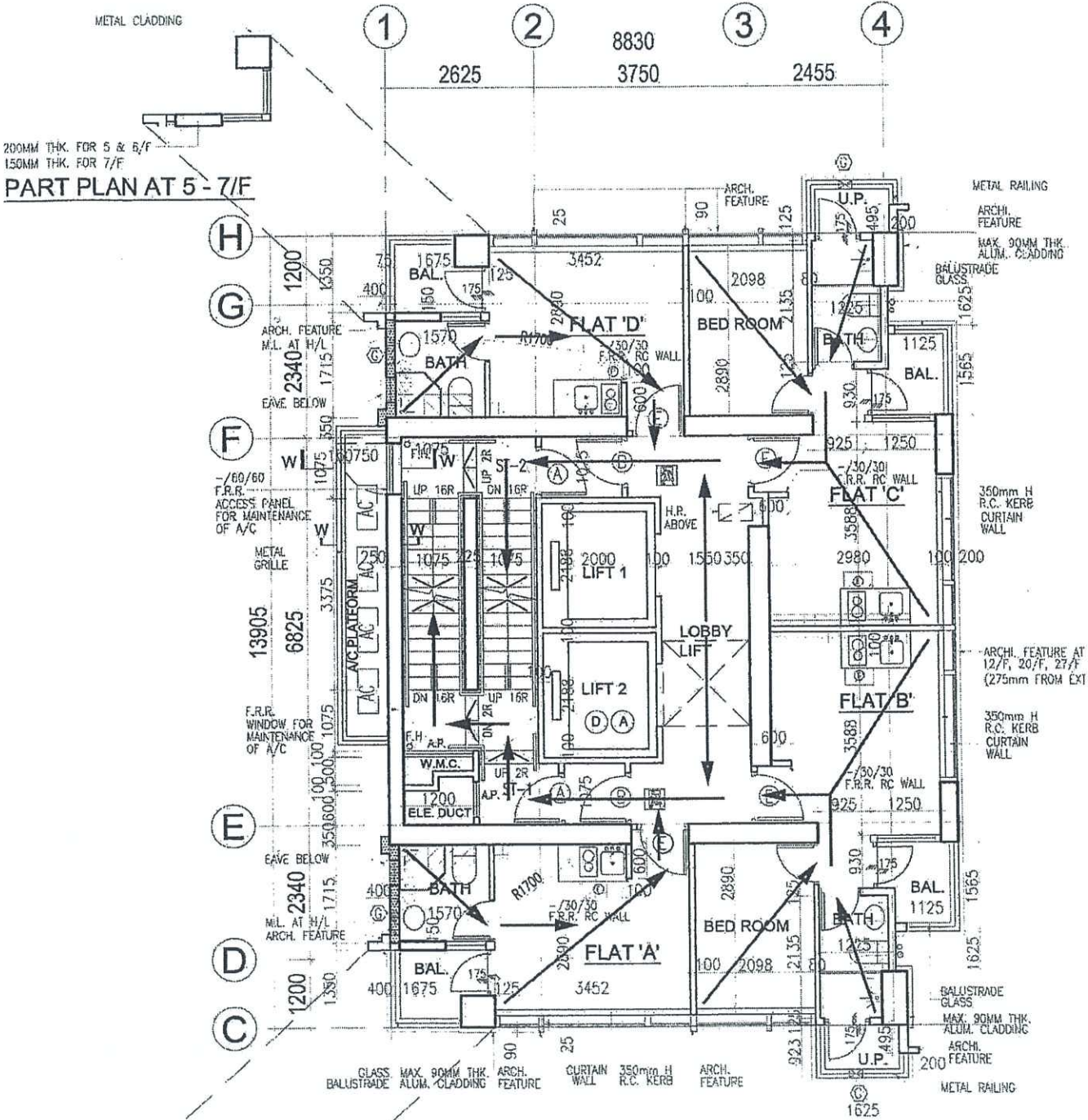
4.3 EVACUATION PROCEDURES IN CASE OF A FIRE IN THE FLAT (cont'd)

4. Before the arrival of Fire Services Department, the security officer shall be in charge of the evacuation process. The Fire Warden should try to extinguish the fire by using the hose reel system and/or the fire extinguisher (under safe condition) and evacuate the occupants from the Development.
5. Elderly, children and disabled personnel should be assisted promptly and appropriately. The Fire Warden should be present at designated locations and direct the occupants to the evacuation routes such as escape staircases with EXIT indication in an orderly manner. The security guard should also cordon off the affected area and offer help to the residents for evacuating the Development to prevent the residents from returning to the Development when fire occurred.
6. The Fire Warden located on the affected floor shall announce the emergency message in English, Cantonese and Putonghua to occupants by using the pre-recorded hand-held loudspeaker. The content of the message is suggested as "THERE IS A FIRE, PLEASE EVACUATE NOW. PROCEED TO NEAREST ESCAPE STAIRCASE OR EXIT. DO NOT RUN. DO NOT USE ANY LIFTS. THANK YOU"
7. Upon the arrival of the Fire Service Department, the Chief Fire Warden should report the exact location of the incident to Fire Service Department and they will immediately take charge over the Development. The Chief Fire Warden should assist in guiding the firemen in taking the shortest route to the affected area.
8. The Chief Fire Warden should conduct a checking to the emergency vehicular access for ensuring its clearance for the emergency vehicles (e.g. fire engine, police car and ambulance).
9. In the meantime, the Chief Fire Warden should immediately set up a temporary emergency control centre and evacuation assembly points to record owners/residents who safely evacuate from the Development and provide help in locating their relatives/friends within the Development. The Chief Fire Warden will be the temporary chief commander, for reporting the latest information of the incident to the property management staff at the property management office.
10. When the incident is controlled and settled, the Chief Fire Warden should clearing-up the affected areas and complete the incident report to the property management staff of the property management office. At the same time, if any deaths or injuries occurred, the property management staff should activate the related insurance procedure immediately.

APPENDIX 1 – GBP WITH EXIT ROUTES



3RD FLOOR PLAN
 (ALL DIMENSIONS REFER TO TYPICAL FLOOR)



5-30 FLOOR PLAN

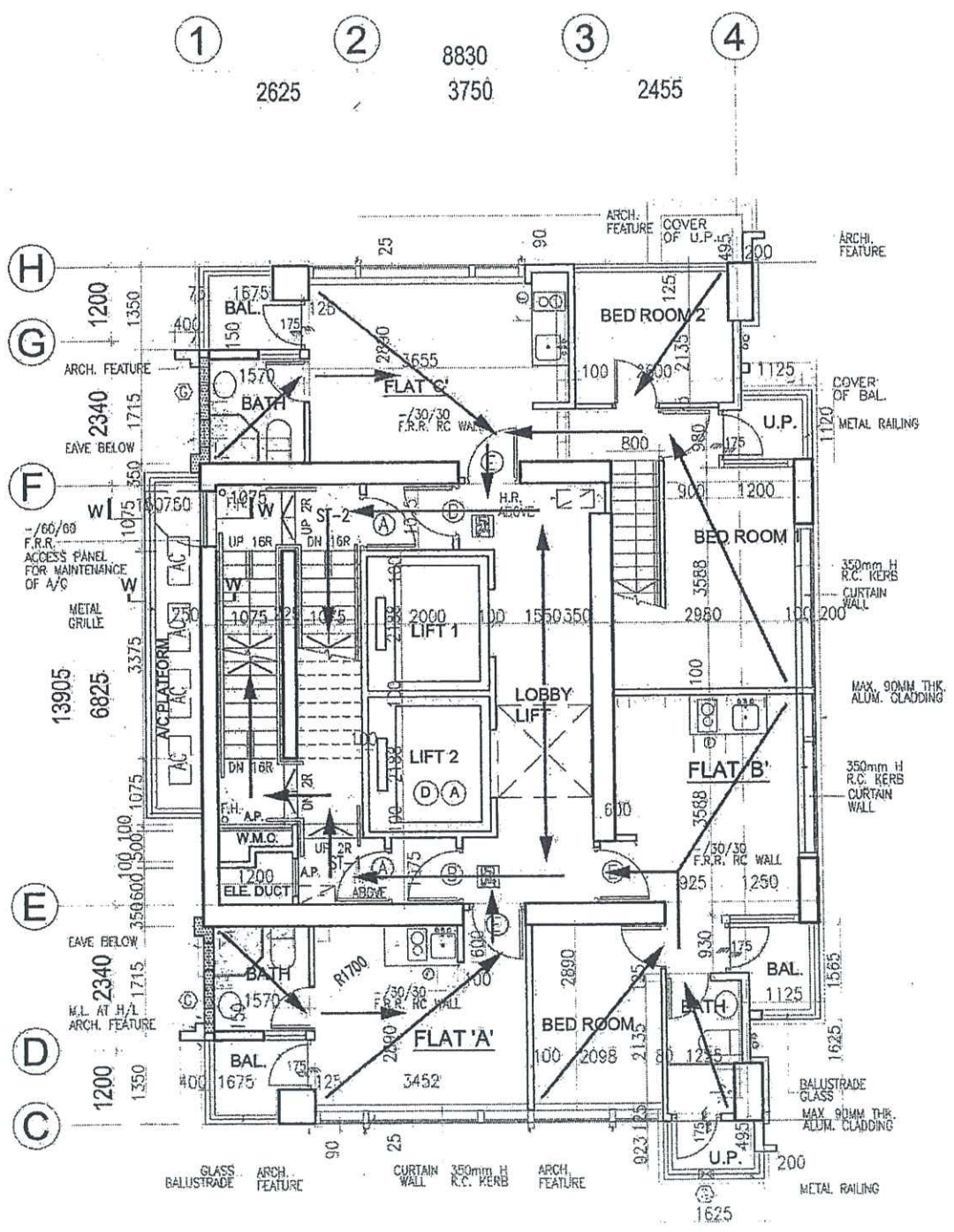
(FL. NOS. 13/F, 14/F & 24/F OMITTED)

1. IMPOSED LOAD 2.0 kPa

200MM THK. FOR 5 & 6/F
150MM THK. FOR 7/F

PART PLAN AT 5-7/F

METAL CLADDING



31ST FLOOR PLAN

APPENDIX 2 – SAMPLE CHECKLIST ON HOUSEKEEPING

Appendix F1 – Sample Checklist on Housekeeping

Table F1 provides a sample checklist on housekeeping. It provides general guidelines and suggested actions that should be taken for the upkeep of fire safety provisions installed in a building. The list is not exhaustive.

Table F1: Sample Checklist on Housekeeping

Items	Action	Yes	No	N/A	Follow-up Action
1 - Means of Escape					
1.1	Exit routes are free from obstructions at all times.				
1.2	No unauthorized alteration(s) along the exit route.				
1.3	Metal gate or roller shutter is not installed across the exit routes.				
1.4	Doors or gates within common areas are readily openable from the inside without the use of a key.				
1.5	Doors or gates do not swing onto the exit routes reducing the effective width of the exit routes.				
1.6	Fire rated doors are self-closing and be kept closed at all times.				
1.7	Combustible linings are not installed within the exit routes.				
1.8	Adequate lighting is provided for the exit routes and is kept in good condition.				
1.9	Adequate signs are provided along the exit routes.				
1.10	The balustrades and handrails in the required staircases and along the exit routes are maintained in good condition.				
1.11	Any hold-open devices to all fire rated doors are tested for ensuring they are in good condition. (Particular attention is given to check any obstructions nearby the fire rated doors that are held open by hold-open devices in normal times.)				
2.0 - Fire Resisting Construction					
2.1	Fire rated doors for protected lobbies, fireman's lift lobbies, required staircases, plants rooms etc. are kept in good condition including the ironmongeries and glazed panels, if any.				
2.2	Fire rated doors and doors with smoke seal are kept in the closed position.				
2.3	Fire rated doors and doors with smoked seal have not been removed or replaced by doors of lower FRR than the approved ones.				
2.4	No unauthorized alteration(s) have been made to				

Items	Action	Yes	No	N/A	Follow-up Action
	the fire resisting constructions.				
2.5	Fire barriers are kept in good condition and free of unprotected openings. The FRR is maintained.				
2.6	Non-emergency services such as electric cables and similar installations in required staircases are adequately enclosed by fire barriers. The fire barriers are kept in good condition. All access panels are kept in closed position.				
2.7	No unauthorized openings are formed in a protected lobby or required staircase walls.				
2.8	No open penetrations are made through a fixed light.				
2.9	Fire shutters are not obstructed.				
2.10	Vision panels to fire rated doors remain intact.				
2.11	Penetrations within fire barriers are sealed with fire seals or fire stops.				
2.12	No exhaust fans, air-conditioning units or similar installations are installed in a protected lobby or a required staircase.				
2.13	Smoke vents at basement and their outlets are not obstructed / blocked. Basement smoke extraction system is regularly inspected and checked by registered fire services installation contractor.				
3.0 – Access for Firefighting and Rescue					
3.1	Access to fireman's lifts is unimpeded from the street.				
3.2	The walls of fireman's lift lobby are kept in good condition and free of unprotected openings. The FRR is maintained.				
3.3	EVA is free from obstructions and is kept in good condition.				
4.0 – Others					
4.1	No change in Use Classification that may have fire safety implications.				
4.2	If open kitchens are provided, smoke detectors, sprinkler, other active fire safety provisions installed are not obstructed and can function properly. The fire rated wall adjacent to the flat exit door remains intact.				
4.3	Fire safety seminars and fire drills are organized regularly.				

Items	Action	Yes	No	N/A	Follow-up Action
4.4	Electrical installations in the building are inspected and checked by registered electrical contractors regularly.				
4.5	Appropriate fire safety precautionary works are provided when carrying out alterations, additions and repair works ² .				

Notes:

1. N/A means "Not applicable"
2. When carrying out alterations, additions and repair works, appropriate fire safety precautionary works should be provided in accordance with Clause F5.6 or F5.7, as the case may be. Specific checklist should be formulated based on these two clauses for ensuring the fire safety of the occupants.

APPENDIX 3 – UNDERTAKING LETTER



Hill Concept Limited

Our Ref.: PRJ/DYkc/0194/19

3 Sep 2019

Fire Services Department
2/F, Centre Parc,
11 Sheung Yeut Raod,
Kowloon Bay,
Kwloon

Dear Sir,

Re : Undertaking Letter For Fire Safety Management Plan
For The Proposed Residential Redevelopment at No.8 Mosque Street, Hong Kong

We refer to the Fire Safety Management Plan enclosed herewith by our appointed Authorized Person, Mr. Rembert Lai of Messrs. Lu Tang Lai Architects Limited. We undertake that the Fire Safety Management Plan for open kitchen design would be incorporated into the Deed of Mutual Covenant (DMC) and the future management company of the proposed development at No. 8 Mosque Street will fully recognize the established fire safety strategies and will execute the management procedures as stipulated in the Fire Safety Management Plan.

Yours faithfully,
For and on behalf of
HILL CONCEPT LIMITED

Cheung Ping Keung
Authorized Signature

Q JM/DY/GF/kc

SEALED with the Common Seal)
)
of Hill Concept Limited, the Registered)
)
Owner, and SIGNED by)
)
Cheung Ping Keung,)
)
its Director)
)
)
)
whose signature(s) is/are verified by:)



CHAN WAI YEE, DORA
Solicitor, Hong Kong SAR
Woo Kwan Lee & Lo

SEALED with the Common Seal)
)
of Emperor Property Management (HK))
)
Limited, the Manager, and SIGNED by)
)
Fan Man Seung, Vanessa,)
)
its Director)
)
)
)
whose signature(s) is/are verified by:)



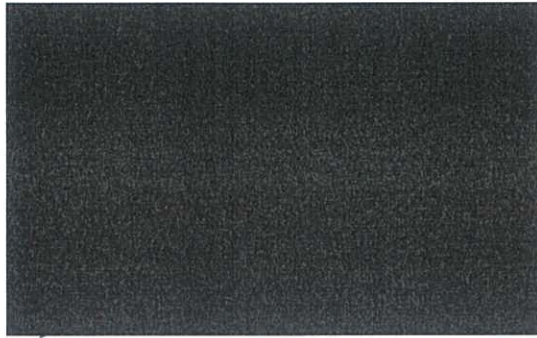
CHAN WAI YEE, DORA
Solicitor, Hong Kong SAR
Woo Kwan Lee & Lo

SIGNED SEALED AND DELIVERED)

by the Covenanting Owner)

in the presence of:)

)
)
)
)
)



LAM OI YEE
Solicitor, Hong Kong SAR
Woo Kwan Lee & Lo

INTERPRETED to the Covenanting Owner by:-

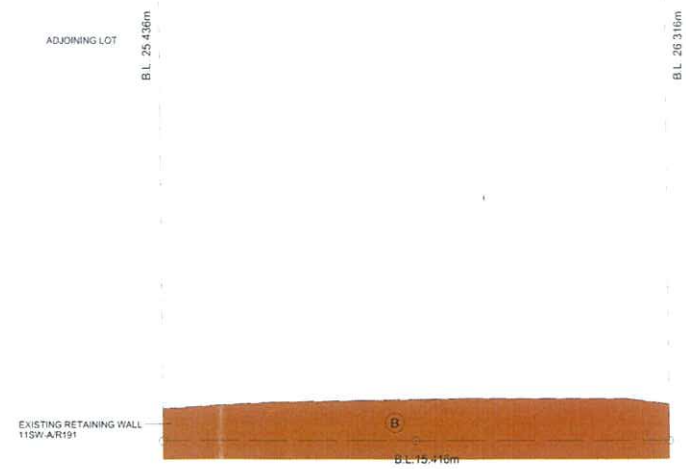
LAM OI YEE
Solicitor, Hong Kong SAR
Woo Kwan Lee & Lo

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2

註冊樓宇編號 Memorial No.:
21042100440020 A3C



BLOCK PLAN SCALE 1:500



SLOPE PLAN SCALE 1:150

(PLAN NO. : SP-01)
(FOR IDENTIFICATION PURPOSES ONLY)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN AND CONFIRM THAT THIS PLAN INCLUDES ALL THE SLOPES, SLOPE TREATMENT WORKS, RETAINING WALLS AND OTHER STRUCTURES WITHIN OR OUTSIDE THE LAND AS ARE REQUIRED BY THE CONDITIONS OF THE GOVERNMENT GRANT

[Signature]

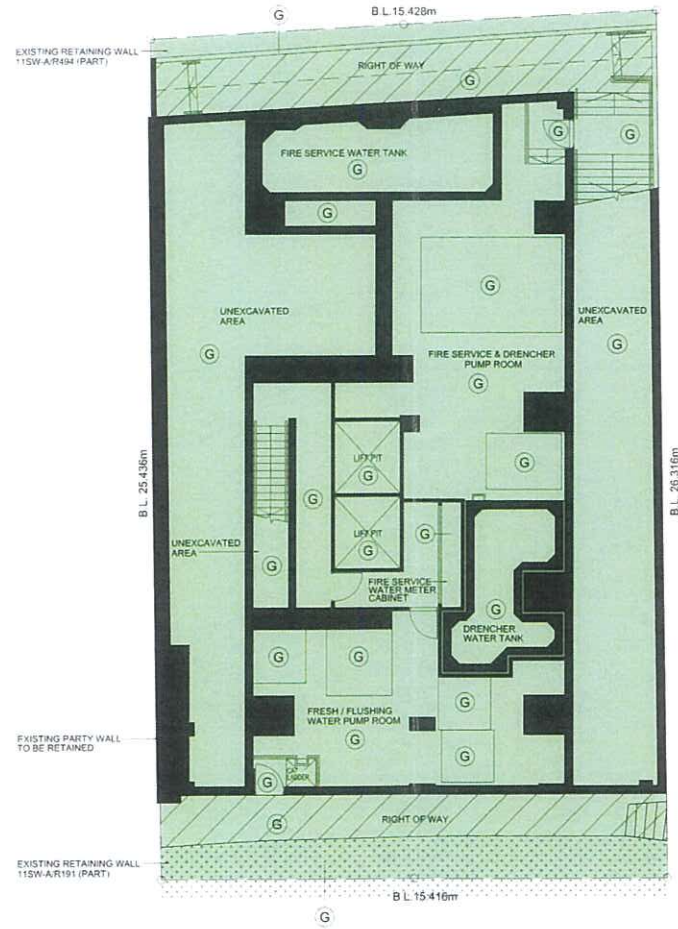
LAI SIU KIM
AUTHORIZED PERSON
ARCHITECT
23 DECEMBER 2020

LEGEND:

- B REGISTERED RETAINING WALL 11SW-A/R191
- Y REGISTERED RETAINING WALL 11SW-A/R494 (PART)

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2

註冊樓宇編號 Memorial No.: 21042100440020 A3C



LEGEND:

-  GREEN HATCHED BLACK (RIGHT OF WAY)
-  COMMON AREAS AND FACILITIES
-  GREEN DOTTED BLACK (PART OF EXISTING RETAINING WALL 11SW-A/R494 FORMING PART OF COMMON AREAS)
-  GREEN STIPPLED BLACK (PART OF EXISTING RETAINING WALL 11SW-A/R191 FORMING PART OF COMMON AREAS)

LOWER GROUND FLOOR PLAN SCALE 1:150

(PLAN NO. : DMC-01)
(FOR IDENTIFICATION PURPOSES ONLY)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LAI SIU KIN
AUTHORIZED PERSON
ARCHITECT

23 DECEMBER 2020

LU TANG LAI ARCHITECTS LTD.
L T L 呂鄧黎建築師有限公司

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2

註冊摘要編號 Memorial No.:
21042100440020 A3C



LEGEND:

 COMMON AREAS AND FACILITIES

GROUND FLOOR PLAN SCALE 1:150

(PLAN NO. : DMC-02)
(FOR IDENTIFICATION PURPOSES ONLY)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



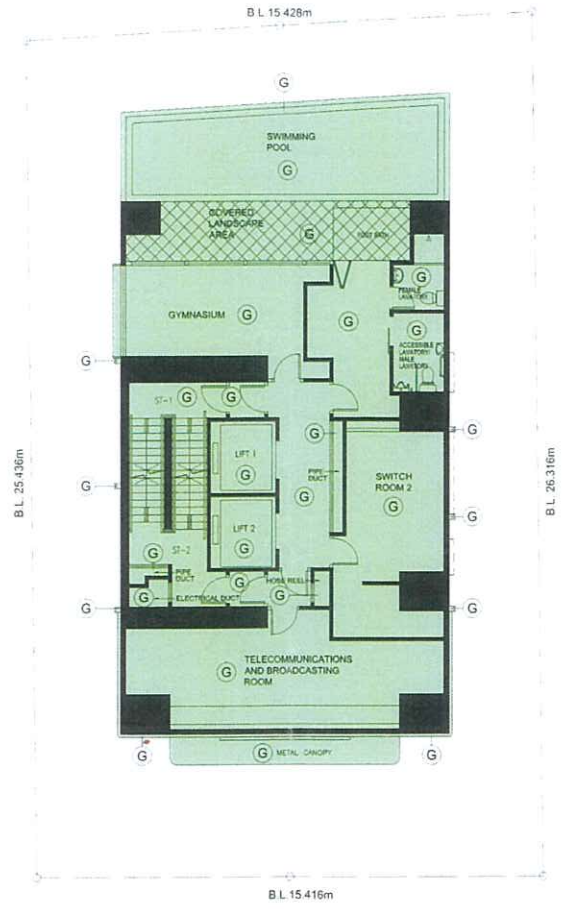
LAI SIU KIN
AUTHORIZED PERSON
ARCHITECT

23 DECEMBER 2020

 LU TANG LAI ARCHITECTS LTD.
呂 鄧 黎 建 築 師 有 限 公 司

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2

註冊樓宇編號 Memorial No.: 21042100440020 A3C



LEGEND:

-  COMMON AREAS AND FACILITIES
-  GREENERY AREAS (17.053 square meter)

1st FLOOR PLAN

SCALE 1:150

(PLAN NO. : DMC-03)
(FOR IDENTIFICATION PURPOSES ONLY)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

(Handwritten signature)

LAI SIU KIN
AUTHORIZED PERSON
ARCHITECT

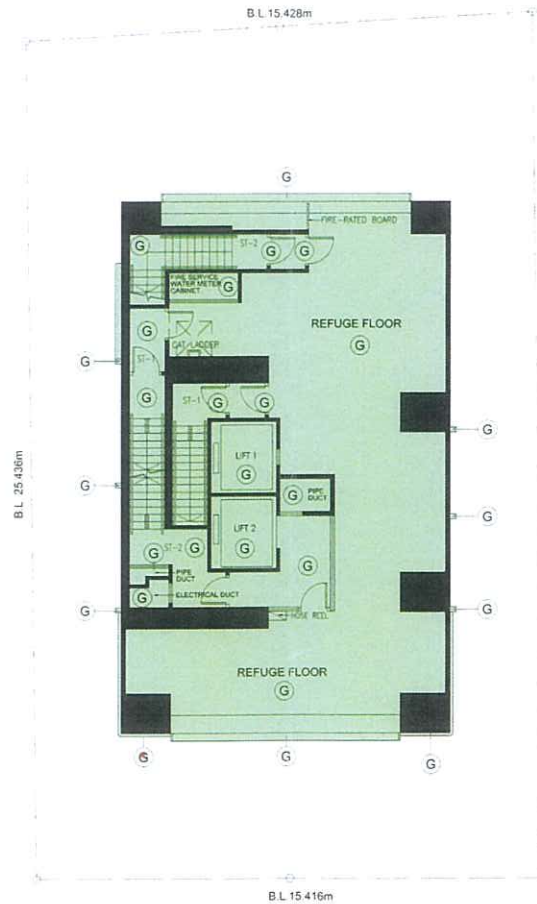
23 DECEMBER 2020

LU TANG LAI ARCHITECTS LTD.
L T L 呂 鄧 黎 建 築 師 有 限 公 司



註冊樓宇編號 Memorial No.: 21042100440020 A3C

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2



LEGEND:

 COMMON AREAS AND FACILITIES

2nd FLOOR PLAN SCALE 1:150

(PLAN NO. : DMC-04)
(FOR IDENTIFICATION PURPOSES ONLY)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

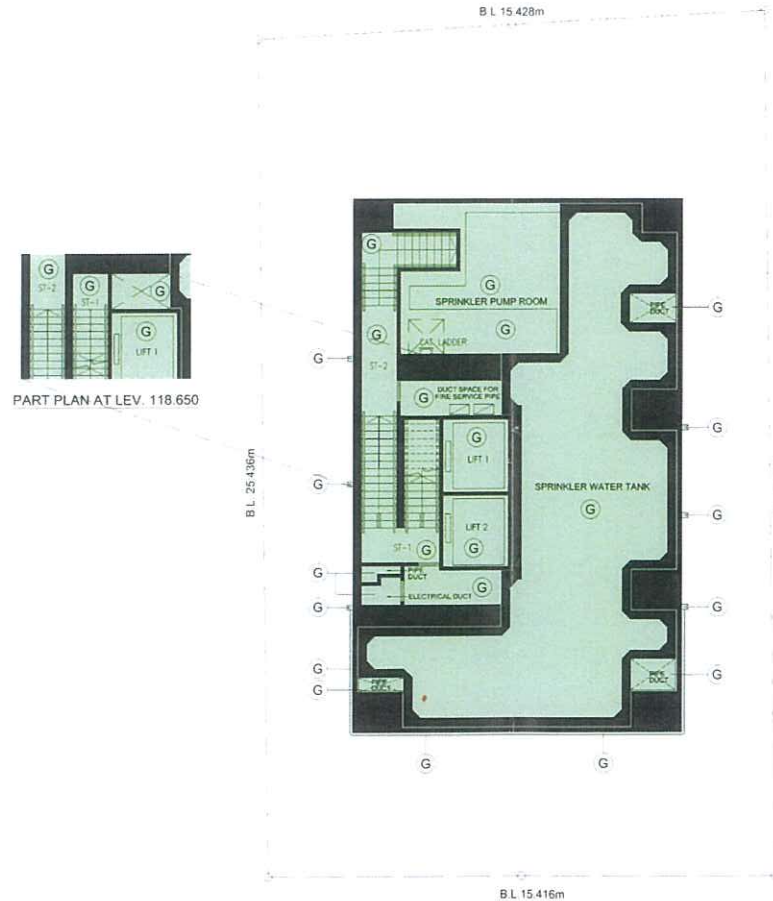
LAI SIU KIN
AUTHORIZED PERSON
ARCHITECT

23 DECEMBER 2020

 LU TANG LAI ARCHITECTS LTD.
L T L 呂 鄧 黎 建 築 師 有 限 公 司

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2

註冊編號 Memorial No.: 21042100440020 A3C



LEGEND:

 COMMON AREAS AND FACILITIES

UPPER PART OF REFUGE FLOOR SCALE 1:150

(PLAN NO. : DMC-05)
(FOR IDENTIFICATION PURPOSES ONLY)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



LAI SIU KIN
AUTHORIZED PERSON
ARCHITECT

23 DECEMBER 2020

 LU TANG LAI ARCHITECTS LTD.
L T L 呂 錫 榮 建 築 師 有 限 公 司

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2

註冊樓宇編號 Memorial No.: 21042100440020 A3C



LEGEND:

-  COMMON AREAS AND FACILITIES
-  BALCONY
-  UTILITY PLATFORM
-  FIRE RESISTANCE RATING WALL

3rd FLOOR PLAN

SCALE 1:150

(PLAN NO. : DMC-06)
(FOR IDENTIFICATION PURPOSES ONLY)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

(Signature)

LAI SIU KIN
AUTHORIZED PERSON
ARCHITECT

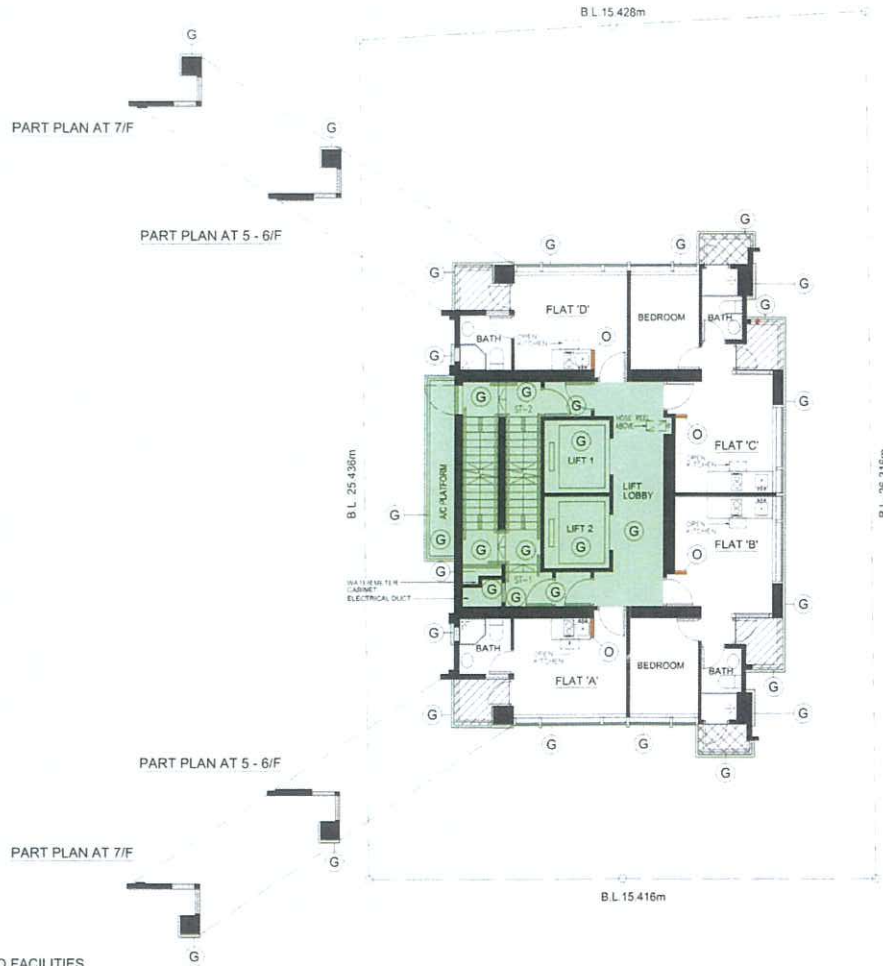
23 DECEMBER 2020



LU TANG LAI ARCHITECTS LTD.
L T L 呂鄧黎建築師有限公司

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2

註冊樓宇編號 Memorial No.: 21042100440020 A3C



LEGEND:

-  COMMON AREAS AND FACILITIES
-  BALCONY
-  UTILITY PLATFORM
-  FIRE RESISTANCE RATING WALL

5-12th, 15- 23th, 25-30th FLOOR PLAN
(FLOOR NOS. 13/F, 14/F & 24/F OMITTED)

SCALE 1:150

(PLAN NO. : DMC-07)
(FOR IDENTIFICATION PURPOSES ONLY)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

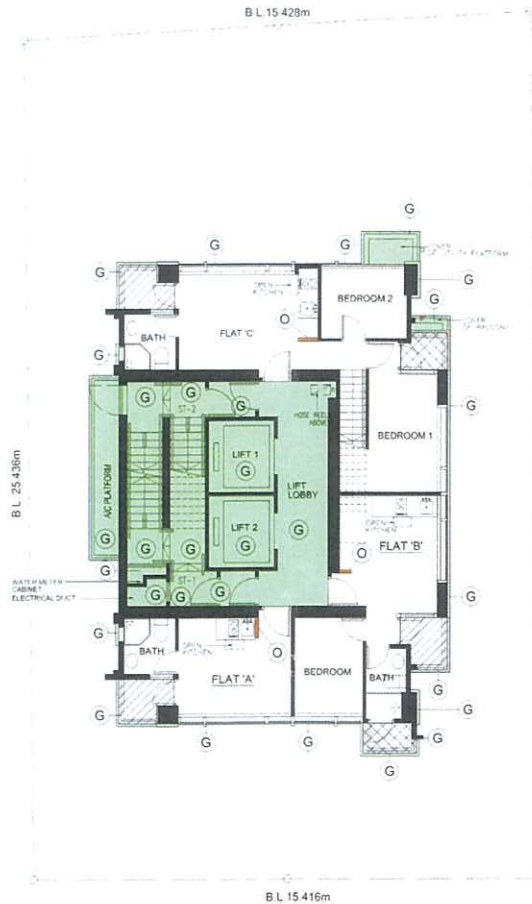
LAI SIU KIN
AUTHORIZED PERSON
ARCHITECT

23 DECEMBER 2020

 LU TANG LAI ARCHITECTS LTD.
L T L 呂 鄧 黎 建 築 師 有 限 公 司

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2

註冊樓宇編號 Memorial No.: 21042100440020 A3C



LEGEND:

-  COMMON AREAS AND FACILITIES
-  BALCONY
-  UTILITY PLATFORM
-  FIRE RESISTANCE RATING WALL

31st FLOOR PLAN

SCALE 1:150

(PLAN NO. : DMC-08)
(FOR IDENTIFICATION PURPOSES ONLY)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



LAI SIU KIN
AUTHORIZED PERSON
ARCHITECT

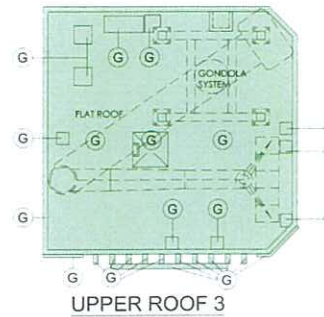
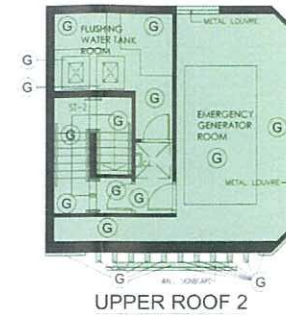
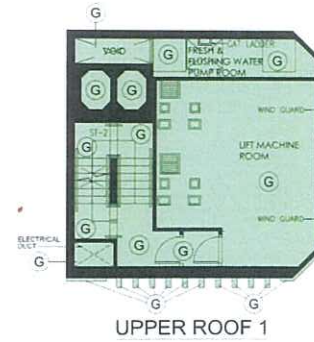
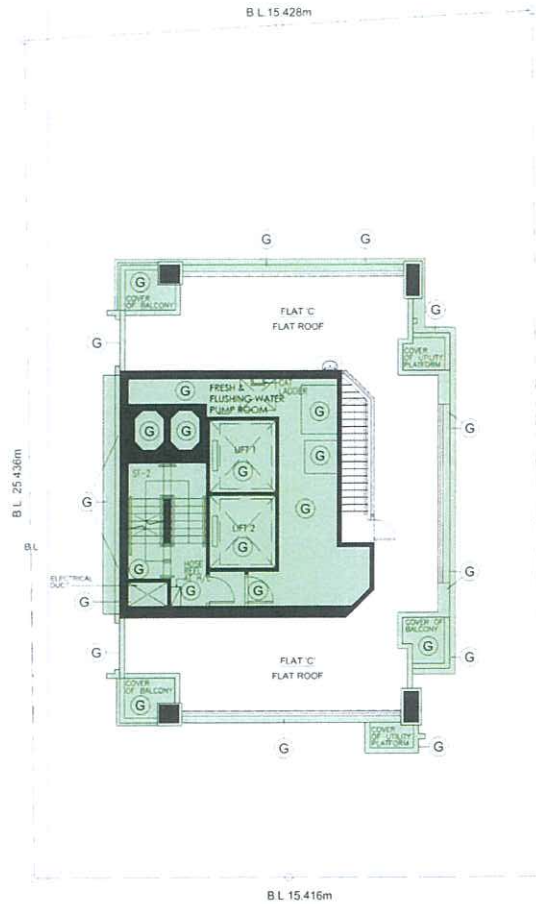
23 DECEMBER 2020



LU TANG LAI ARCHITECTS LTD.
呂鄧黎建築師有限公司

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2

註冊編號 Memorial No.
21042100440020 A3C



LEGEND:

COMMON AREAS AND FACILITIES

ROOF FLOOR PLAN SCALE 1:150
(PLAN NO. : DMC-09)
(FOR IDENTIFICATION PURPOSES ONLY)

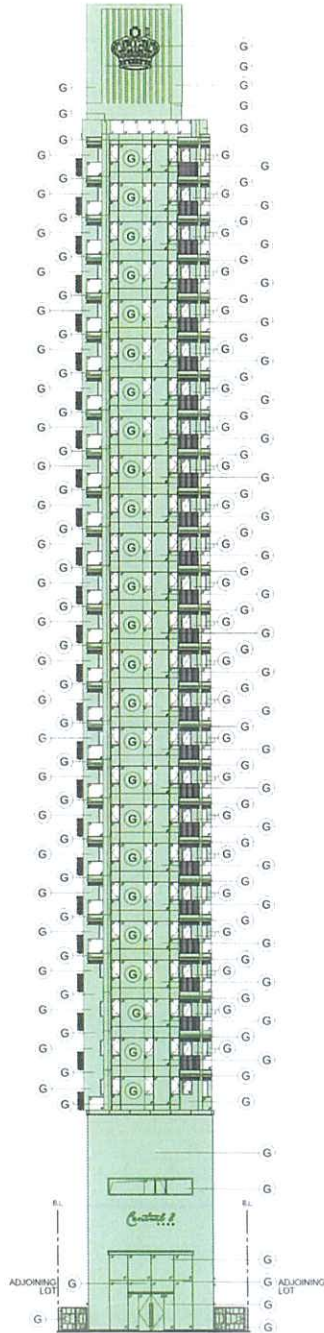
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

LAI SIU KIN
AUTHORIZED PERSON
ARCHITECT

23 DECEMBER 2020

LU TANG LAI ARCHITECTS LTD
呂鄧黎建築師有限公司

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2



LEGEND:

 COMMON AREAS AND FACILITIES

ELEVATION 1

(FACING MOSQUE STREET)

(ELEVATION NO. : DMC-10)

(FOR IDENTIFICATION PURPOSES ONLY)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



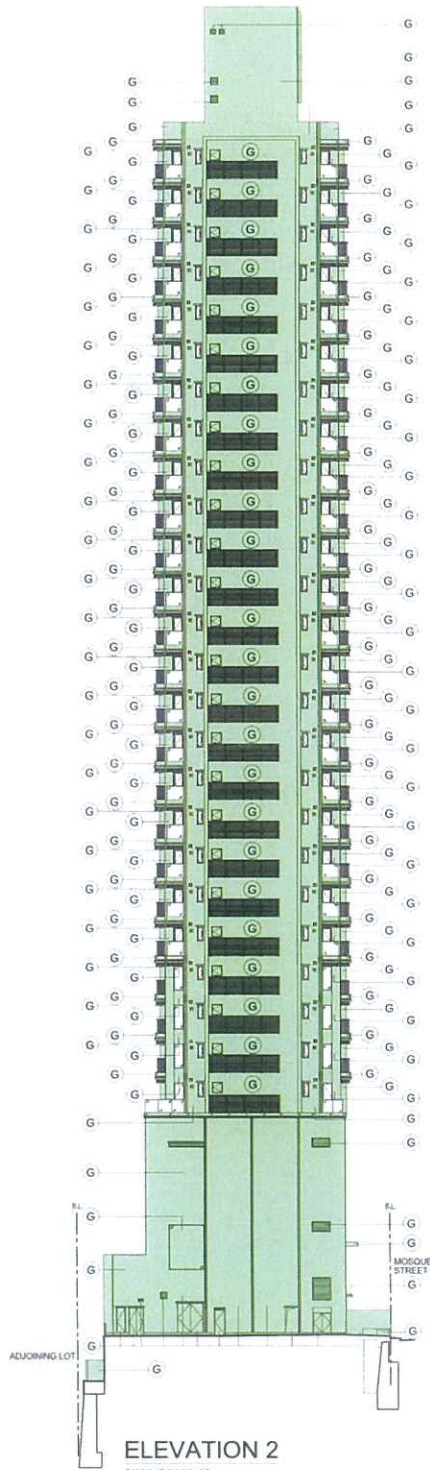
LAI SIU KIN 23 DECEMBER 2020
 AUTHORIZED PERSON
 ARCHITECT

 LU TANG LAI ARCHITECTS LTD.
 L T L 呂 樂 羅 建 宇 有 限 公 司

注册编号: 21042100440020
 Member No. A3C



I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2



LEGEND:

 COMMON AREAS AND FACILITIES

ELEVATION 2
(FACING ADJOINING LOT)
(ELEVATION NO. : DMC-11)
(FOR IDENTIFICATION PURPOSES ONLY)

注册编号: 2104210040020
Member No.:
A3C



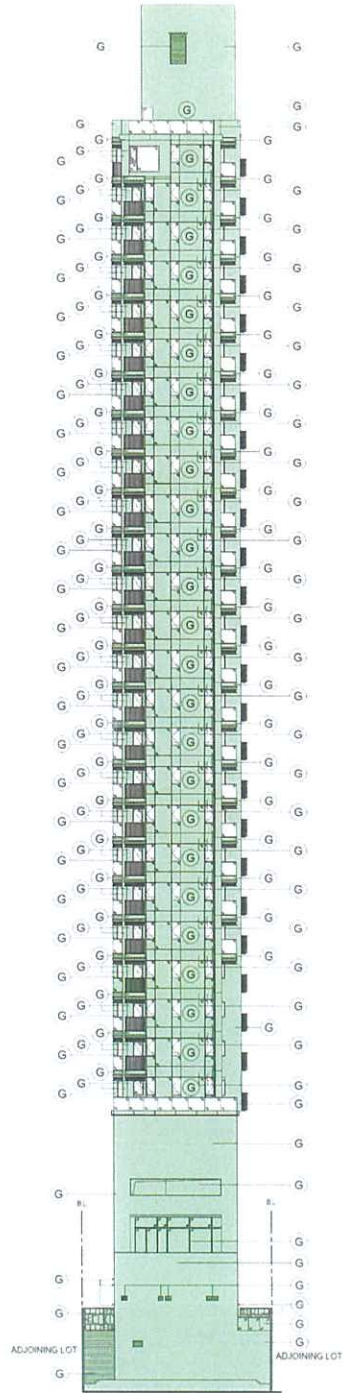
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



LAI SIU KIN 23 DECEMBER 2020
AUTHORIZED PERSON
ARCHITECT

 **LU TANG LAI ARCHITECTS LTD.**
L T L 呂棠萊建築師有限公司

I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2



LEGEND:

 COMMON AREAS AND FACILITIES

ELEVATION 3

(FACING ADJOINING LOT)

(ELEVATION NO. : DMC-12)

(FOR IDENTIFICATION PURPOSES ONLY)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

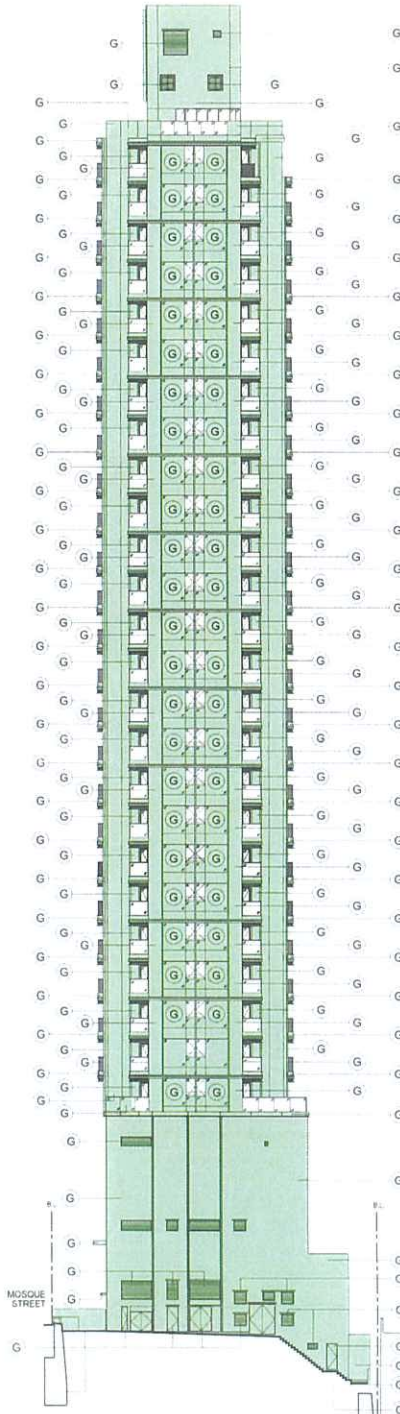


LAI SIU KIN 23 DECEMBER 2020
 AUTHORIZED PERSON
 ARCHITECT

 LU TANG LAI ARCHITECTS LTD
 呂鄧黎建築師有限公司
 Unit B2/F, Cheung Wan Industrial Bldg 12, Shek Yip Lane, Quarry Bay, H.K.
 I. T. I. Te: (852) 2521 5661 Fax: (852) 2524 3318 Email: info@ltaarch.com



I.L. 58 s.A ss.3 s.A R.P., s.B ss.3, s.A ss.3 s.A ss.1 and s.B ss.2



LEGEND:

 COMMON AREAS AND FACILITIES

ELEVATION 4

(FACING ADJUTING LOT)

(ELEVATION NO. : DMC-13)

(FOR IDENTIFICATION PURPOSES ONLY)

HEREBY CERTIFY THE ACCURACY OF THIS PLAN



LAI SIU KIN 23 DECEMBER 2020
 AUTHORIZED PERSON
 ARCHITECT

 LU TANG LAI ARCHITECTS LTD
 呂鄧黎建築師有限公司
 Unit B-2, Cheung Wan Industrial Bldg 11-12 Sheppard Lane, Queen Ely H.K.
 Tel: (852) 2521-9961 Fax: (852) 2524-3319 Email: info@ltaed.com

註冊建築師 Memorial No.:
 21042100440020
 A3C



Dated the 9th day of April 2021.

HILL CONCEPT LIMITED

and

EMPEROR PROPERTY MANAGEMENT (HK) LIMITED

and



DEED OF MUTUAL COVENANT INCORPORATING
MANAGEMENT AGREEMENT

OF

THE REMAINING PORTION OF SECTION A OF SUBSECTION 3 OF SECTION A OF
INLAND LOT NO.58, SUBSECTION 3 OF SECTION B OF INLAND LOT NO.58,
SUBSECTION 1 OF SECTION A OF SUBSECTION 3 OF SECTION A of INLAND LOT
NO.58 and SUBSECTION 2 OF SECTION B OF INLAND LOT NO.58



註冊摘要編號 Memorial No.:
21042100440020

本文書於2021年4月21日在土地註冊處
以上述註冊摘要編號註冊。

This instrument was registered in the
Land Registry by the above Memorial
No. on 21 April 2021.


署理土地註冊處處長
Acting Land Registrar

WOO KWAN LEE & LO
SOLICITORS & C.
25TH FLOOR, JARDINE HOUSE
1 CONNAUGHT PLACE
CENTRAL, HONG KONG SAR

DMC

DC/OL