Dated the day of

THE HONG KONG HOUSING AUTHORITY

AND

[ ]

AND

THE HONG KONG HOUSING AUTHORITY

DEED OF MUTUAL COVENANT

in respect of

Tsing Yi Town Lot No. 194
No.18 Tsing Yi Road, Tsing Yi, New Territories, Hong Kong

REGISTERED at the Land Registry by Memorial No.

on

for Land Registrar

KAO, LEE & YIP
SOLICITORS & NOTARIES
17TH FLOOR, GLOUCESTER TOWER
THE LANDMARK, CENTRAL
HONG KONG

K/BY/84760/JWL/FHT-19/20A(CV)

THIS DEED OF MUTUAL COVENANT is made the day of

BETWEEN

(1) THE HONG KONG HOUSING AUTHORITY a body corporate established by virtue of Section 3 of the Housing Ordinance (Cap. 283) (hereinafter referred to as "the Authority" which expression, where the context so admits, shall include its successors and assigns) of the first part;

(2) [ ] of [ ], Hong Kong (hereinafter referred to as "the First Purchaser" which expression, where the context so admits shall, in the case of the First Purchaser being an individual, include the First Purchaser's executors, administrators and assigns and, in the case of the First Purchaser being two or more persons holding as joint tenants, include the survivor or survivors of the First Purchaser and the executors and administrators of such survivor and his or their assigns) of the second part; and

(3) THE HONG KONG HOUSING AUTHORITY a body corporate established by virtue of Section 3 of the Housing Ordinance (Cap. 283) (hereinafter referred to as "the DMC Manager") of the third part.

WHEREAS :-

(A) Lease

By a Lease (hereinafter referred to as "the said lease" which expression shall include such lease as the same may from time to time be varied or modified) dated the 6th day of November 2019 and made between the Government (as hereinafter defined) of the one part and the Authority of the other part, the Government demised unto the Authority, its successors and assigns, ALL THAT piece or parcel of ground situate, lying and being at No. 18 Tsing Yi Road, Tsing Yi, New Territories, Hong Kong, more particularly described in the said lease and known and registered in the Land Registry as TSING YI TOWN LOT NO.194 (hereinafter referred to as "the said land") Except and Reserved as was therein excepted and reserved for the term of 50 years commencing from the date of the said lease (hereinafter referred to as "the said term of years") subject to the covenants and provisos therein contained.

(B) Title of the Authority

Immediately prior to the assignment to the First Purchaser hereinafter mentioned, the Authority was the sole registered owner of and beneficially entitled to the said land.

(C) Development of the said land

The Authority has developed or is in the course of developing the said land in accordance with the said lease and has constructed or is in the course of constructing thereon the Estate (as hereinafter defined).

(D) Allocation of undivided shares

The said land and the Estate have for the purpose of sale been notionally divided into 140,074 equal undivided shares which have been allocated as provided in the FIRST SCHEDULE HERETO and, for the purpose of management, certain management shares have been allocated to the Estate in the manner also set out in the FIRST SCHEDULE HERETO.

(E) Assignment to the First Purchaser

By an Assignment bearing even date herewith and made between the Authority of the one part and the First Purchaser of the other part, the Authority assigned unto the First Purchaser All Those [ ] equal undivided 140,074th shares of and in the said land and the Estate together with the sole and exclusive right to hold, use, occupy and enjoy, to the exclusion of the Authority, ALL THAT Unit [ ] on the [ ] Floor of Block [ ] of the Estate (hereinafter referred to as "the First Purchaser's Flat") in manner therein more particularly mentioned.

(F) Management of the Estate

The parties hereto have agreed to enter into this Deed for the purpose of making provision for the management, operation, insurance, servicing, maintenance, repair, renovation, improvement and replacement of the Estate and the equipment, services and apparatus thereof (all or any of which activities are hereinafter included under the word "management") and for the purpose of defining and regulating the rights and obligations amongst themselves and all subsequent Owners of any Undivided Share in the said land and the Estate.

(G) Approval of Director of Lands

The Director of Lands has given his approval to the terms of this Deed pursuant to Clause 3.22 of the said lease.

NOW THIS DEED WITNESSES that the parties hereto have agreed and DO hereby covenant with each other as follows, to the intent that this Deed shall enure for the benefit of and shall bind each of them and their respective successors in title and persons deriving title under or through them or any of them as Owners or Manager, and all persons who may hereafter, during the said term of years, become the Owner(s) of any part of or interest or Manager in the said land and the Estate. The parties further covenant with each other to comply with the terms and conditions of the said lease so long as they remain as Owners or Manager.

SECTION I – DEFINITIONS

1. In this Deed, the following expressions shall have the following meanings ascribed to them wherever the context permits :-

"Acoustic Windows"

shall mean the "noise attenuating window frames including sound absorbent material at periphery of the window frames" installed in the following Residential Units:

Residential Block	Floor level	Unit number
A	1/F to 40/F	21, 22, 23, 24, 27

"Authorized Person"

shall mean Mr. Yuen Kwok Cheung of Spence Robinson Limited of Units 2207-2211, 22nd Floor, Tins Enterprises Centre, 777 Lai Chi Kok Road, Cheung Sha Wan, Kowloon, Hong Kong and any other replacement authorized person for the time being appointed by the Authority;

"Building Plans"

shall mean the general building plans and specifications in respect of the Estate or in respect of any part or parts of the Estate prepared and submitted for approval by the Chief Architect of Housing Department and approved by the Independent Checking Unit of the Office of the Permanent Secretary for Housing (formerly, the Independent Checking Unit of the Office of the Permanent Secretary for Transport and Housing (Housing)) under reference No. HD(ICU)NW-EPS-KS23NR and includes any amendment thereto as approved by the Independent Checking Unit of the Office of the Permanent Secretary for Housing;

"Cables"

shall mean the Cables as defined in Clause 3.29(a) of the said lease which, for identification purpose only, are shown by violet lines and marked "CABLES" on the plan annexed to the said lease;

"Cable Installations"

shall mean the Cable Installations as defined in Clause 3.29(a) of the said lease;

"Cable Reserve Area"

shall mean the Cable Reserve Area as defined in Clause 3.29(d)(i) of the said lease which said Cable Reserve Area, for identification purpose only, are shown coloured pink hatched black stippled black and pink stippled black and marked "CABLE RESERVE" on the plan annexed to the said lease;

"Commercial Areas"

shall mean the retail complex being part of the HA Accommodation designated for commercial purpose together with such areas, services, installations and facilities exclusively serving such part (including the external walls/facades/shop-fronts thereof and spaces for the parking, loading and unloading of motor vehicles (for the avoidance of

doubt, such spaces exclude the Parking, Loading and Unloading Spaces forming part of the Residential Common Areas and Facilities and the spaces for parking, loading and unloading of motor vehicles forming part of the Government Accommodation) which, for identification purpose only, are shown coloured violet cross hatched black and marked "PARKING, LOADING AND UNLOADING SPACE" on the Site Layout Plan annexed hereto). Such Commercial Areas, for identification purpose only, are coloured violet cross hatched black on the plans annexed hereto;

"Common Areas and Facilities"

shall mean (as the context may require) all or any of (i) the Estate Common Areas and Facilities; (ii) the Residential Blocks Common Areas and Facilities and (iii) all those parts and such of the facilities of the Estate designated as common areas and facilities in accordance with the provisions of this Deed or Sub-Deed (if any), each of which Common Areas and Facilities shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344);

"Completion Certificate"

shall mean the completion certificate(s) issued or to be issued by the Chief Architect of the Housing Department to the effect that the building(s) erected or to be erected on the said land has/have been completed;

"Covered Walkway"

shall mean the covered walkway constructed or to be constructed on the said land as referred to in Clause 3.14(d)(iv) of the said lease and as shown coloured orange and marked "COVERED WALKWAY" on the Site Layout Plan annexed hereto;

"DMC Manager"

shall mean the Authority as the first Manager in accordance with the provisions of Clause 31 of this Deed;

"Educational Areas"

shall mean the part of the HA Accommodation designated or re-designated or to be designated or re-designated for the purpose of the Kindergarten or such other educational institutions, or both, as referred to in Clause 3.14(d)(ii) of the said lease and such areas, services, installations and facilities exclusively serving the same (and such part, for identification purpose only, is coloured violet hatched black on page 3 of the plans annexed hereto);

"Early Education and Training Centre" or "EETC"

shall mean the early education and training centre referred to in Clause 3.21(a)(iv) of the said lease, forming part of the Government Accommodation;

"Estate"

shall mean all those messuages, erections, buildings, structures and facilities now erected or to be erected in or upon the said land, in accordance with the said lease and the Building Plans, comprising the Residential Blocks, the HA Accommodation, the Government

Accommodation and the Common Areas and Facilities, and known or intended to be known as **Ching Fu Court (青富苑)**;

"Estate Common Areas and Facilities"

shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include, but not limited to, the open space referred to in Clause 3.17(a) of the said lease (other than open space forming part of the Residential Blocks Common Areas and Facilities), landscaped areas referred to in Clause 3.18 of the said lease (other than those forming part of the Residential Blocks Common Areas and Facilities), external walls (other than those forming part of the Residential Blocks Common Areas and Facilities and those forming part of the HA Accommodation) (for the avoidance of doubt, external walls include the external walls of the Government Accommodation and the external walls located on Lower Ground Levels), drop gate, main vehicular entrance, vehicular entrance, covered escalator, green roof, the Greenery Area (excluding those forming part of the Residential Blocks Common Areas and Facilities), vehicular access/ emergency vehicular access, emergency vehicular access, covered landscaped areas, covered area(s) under canopy above, gas kiosk, sprinkler pump room, service corridors, corridors, telecommunications and broadcasting equipment rooms, electrical meter rooms, fresh & flush water tank & pump rooms, check meter cabinets, lift lobbies, lifts, lift shafts, staircases, fire services pump rooms, fire services water tanks, generator rooms, main switch rooms, cable duct rooms, gas compartment room, fire services inlets, pipe ducts, pipe duct rooms, sprinkler control valve & sprinkler inlet, master water meter room, transformer room, sprinkler inlets & fire service inlets, sprinkler control valves, artisans' workshop, cleansing contractor's office, store room, hoist room, water meter cupboards, estate management office, owners' corporation office, fire services check meter cabinets, street fire hydrant water tanks, fresh water tanks, flat roofs, flush water tanks, refuse storage & material recovery chambers, loading and unloading space reserved for refuse collection vehicle, refuse collection point, material recovery chamber, emergency generator rooms, planters, control valve, Covered Walkway, roof of covered walkway and staircase, roof of covered walkway and escalator, green slopes, slopes, the Items and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for identification purpose only, are shown coloured orange, orange cross hatched black, orange hatched black and red (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed hereto and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Authority in accordance with the provisions of this Deed and any Sub-Deed (if any) but (unless otherwise expressly defined and provided under this Deed) shall exclude the Residential Blocks Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner;

"Fixed Windows"

shall mean (i) the key-locked windows (if any) for noise mitigation purpose installed in the following Residential Units and (where applicable) forming part of the Acoustic Windows installed therein; and (ii) the key-locked windows (if any) for noise mitigation purpose, and installed in NEC, ISS and EETC:

Residential Block	Floor level	Unit number
A	1/F to 40/F	21, 22, 23, 24, 27
B	1/F to 2/F	28, 33, 34
	3/F to 40/F	16, 17, 28, 33, 34

"F.S.I."

shall mean The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap.1015 of the Laws of Hong Kong) and the expression "F.S.I." in this Deed shall mean The Financial Secretary Incorporated in its capacity as the Owner of the Government Accommodation and, if the context so permits, the successors and assigns of The Financial Secretary Incorporated as the Owner of the Government Accommodation;

"G.P.A."

shall mean the Government Property Administrator of the Government Property Agency of 9/F, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong and shall include its successors-in-title and any other officer or department of the Government or any government or administrative authorities holding or bearing whatever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator;

"Gas Pipe After Meter"

shall mean in relation to the Gas Supply System, all installation piping from all meters points to connection points of all gas appliances at the Unit(s), which HKCGC installed in the Estate;

"Gas Pipe Before Meter"

shall mean in relation to the Gas Supply System, all installation piping from one metre above ground to all meters points at the Unit(s), which HKCGC installed in the Estate;

"Gas Supply System"

shall mean in relation to a Unit in the Estate, the Gas Pipe Before Meter and the Gas Pipe After Meter or, as the context may require, any part or parts thereof, and references to "Gas Supply System" shall be construed accordingly;

"Government"

shall mean the Government of the Hong Kong Special Administrative Region;

"Government Accommodation"

shall mean such part or parts of the Estate comprising (i) NEC; (ii) ISS; (iii) SCCC and (iv) EETC provided or constructed or to be provided or constructed within the said land and the Estate in accordance with Clause 3.21(a) of the said lease (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to sub-clauses (b) and (c) of Clause 3.21 of the said lease and together with any other areas, facilities, services and installations exclusive thereto from time to time as the Director of Lands may at his absolute discretion determine (whose determination shall be conclusive and binding on the Owners)) (such Government Accommodation, for identification purpose only, is/are shown coloured indigo on pages 1 and 2 of the plan(s) annexed hereto, the accuracy of such plan(s) has been certified by the Authorized Person);

"Greenery Area"

shall mean the portion or portions of the said land at or within which greening is provided and maintained as referred to in Clause 3.14(h)(i) of the said lease and includes the vertical greenery areas. The size(s) and location of the Greenery Area are, for the purpose of identification, shown coloured yellow, orange hatched black, brown hatched black and red on the plans annexed hereto, the accuracy of such plan(s) has been certified by the Authorized Person;

"HA Accommodation"

shall mean the part or parts of the Estate comprising the Parking Areas, the Educational Areas, the Commercial Areas, associated areas for HA Accommodation (store rooms and refuse collection point and junk collection point) and related electronic and mechanical devices erected or installed or to be erected or installed therein (including the facilities therein serving the Parking Areas, the Educational Areas and/or the Commercial Areas, or any part thereof) which, for identification purpose only, is/are shown coloured violet, violet hatched black, violet cross hatched black and violet with black cross on the plan(s) annexed hereto. For the avoidance of doubt, the term "HA Accommodation" shall be construed to include the external walls (other than those located on Lower Ground Levels which shall form part of the Estate Common Areas and Facilities), foundations, columns and other structures constructed or to be constructed for the support of the HA Accommodation and/or which serve exclusively the HA Accommodation, or any part thereof;

"HKCGC"

shall mean The Hong Kong and China Gas Company Limited;

"Hong Kong"

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

"House Rules"

shall mean the rules set out in the FOURTH SCHEDULE HERETO supplemental to this Deed governing the Estate or any part or parts thereof and all additions or amendments thereto from time to time in force made pursuant to this Deed;

"Integrated Support Service Centre for Persons with Severe Physical Disabilities " or "ISS"

shall mean the integrated support service centre for persons with severe physical disabilities with one space for the parking, loading and unloading of a motor vehicle as referred to in Clause 3.21(a)(ii) of the said lease, and which said Integrated Support Service Centre for Persons with Severe Physical Disabilities or ISS forms part of the Government Accommodation;

"Items"

shall mean the Items as defined in Clause 3.21(i)(i) of the said lease which shall include (i) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Estate; (iii) all building services installations, plant and equipment (including, but not limited to, portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Estate; and (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the Estate;

"Kindergarten"

shall mean "the Kindergarten" as defined in Clause 3.14(d)(ii) of the said lease;

"Lower Ground Levels"

shall mean the floor levels of Lower Ground Floor 1, Lower Ground Floor 2 and Lower Ground Floor 3 of the Estate as shown, for identification purpose only, on page 2 of the plan(s) annexed hereto, the accuracy of such plan(s) has been certified by the Authorized Person;

"Management Expenses"

shall mean the expenses, costs and charges necessarily and reasonably incurred in the management of the Estate;

"Management Shares"

shall mean the management shares allocated to different parts of the Estate in accordance with this Deed, for the purpose of calculating the contributions payable by their respective Owners towards the management expenditure of the Estate;

"Manager"

shall mean the DMC Manager or any other manager for the time being appointed as the manager of the said land and the Estate pursuant to the provisions of this Deed and, in the absence of any such appointment, the Owners' Corporation or the Owners' Committee (as the case may be) acting as the Manager pursuant to this Deed;

"Neighbourhood Elderly Centre" or "NEC"

shall mean the neighbourhood elderly centre referred to in Clause 3.21(a)(i) of the said lease, and which forms part of the Government Accommodation;

"New Waterworks Reserve Area"

shall mean the New Waterworks Reserve Area as shown coloured pink cross-hatched black and marked "New W.W.R." on the plan annexed to the said lease and as defined in Clause 3.28(e) of the said lease;

"Owner(s)"

shall mean each person in whom for the time being any Undivided Share is vested and who appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share. For the avoidance of doubt, the word "Owner" shall exclude Owner of the Common Areas and Facilities;

"Owners' Committee"

shall mean a committee of the Owners formed in accordance with Clause 65 hereof and, where an Owners' Corporation has been formed, the management committee of the Owners' Corporation;

"Owners' Corporation"

shall mean a corporation of Owners of the Estate incorporated under Section 8 of the Building Management Ordinance (Cap.344);

"Parking Areas"

shall mean and include (but not limited to) the Parking Spaces and other structures, erections and facilities, all serving exclusively to the Parking Areas. For the avoidance of doubt, the Parking Areas exclude the space for the loading and unloading of refuse collection vehicles, the Parking, Loading and Unloading Spaces, the spaces for the parking, loading and unloading of motor vehicles forming part of the Government Accommodation and the spaces for the parking, loading and unloading of motor vehicles forming part of the Commercial Areas and, if and when the Visitors' Car Parking Spaces shall have been designated as additional Residential Block Common Areas and Facilities in accordance with the provisions of this Deed, the Parking Areas shall thereafter be construed as excluding the Visitors' Car Parking Space. Such Parking Areas, for identification purpose only, are shown coloured violet on the plans annexed hereto;

"Parking, Loading and Unloading Spaces"

shall mean the parking, loading and unloading spaces for the loading and unloading of motor vehicles as provided under Clause 3.24(c) of the said lease and as shown coloured brown and marked "PARKING, LOADING AND UNLOADING SPACE" on the Site Layout Plan annexed hereto, forming part of the Residential Blocks Common Areas and Facilities and, for the avoidance of doubt, shall not include: (i) the spaces for the parking, loading and unloading of motor vehicles forming part of the Government Accommodation

which, for identification purpose only, are shown coloured indigo and marked "PARKING, LOADING AND UNLOADING SPACE" on the Site Layout Plan annexed hereto; and (ii) the spaces for the parking, loading and unloading of motor vehicles forming part of the Commercial Areas which, for identification purpose only, are shown coloured violet cross hatched black and marked "PARKING, LOADING AND UNLOADING SPACE" on the Site Layout Plan annexed hereto;

"Parking Spaces"

shall mean the parking spaces situated within the HA Accommodation for the parking of motor vehicles (including parking of motor vehicles by disabled persons), motor cycles and light goods vehicles, and as shown as such in the car park layout plan referred to in 3.25 of the said lease. For the avoidance of doubt, the Parking Spaces shall include the parking spaces for the parking of motor vehicles belonging to the occupiers of such part of the Estate for commercial purposes and their bona fide guests and visitors, the parking spaces for the parking of motor vehicles by the residents of the Estate, the parking spaces for parking of motor cycles belonging to the residents or occupiers of the Estate and their bona fide guests and visitors, and the Visitors' Car Parking Spaces before the designation of the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities in accordance with the provisions of this Deed, and further for the avoidance of doubt, the Parking Spaces shall not include the Parking, Loading and Unloading Spaces, the space for the loading and unloading of refuse collection vehicles as provided under Clause 3.24(c) of the said lease, the spaces for the parking, loading and unloading of motor vehicles forming part of the Government Accommodation and the spaces for parking, loading and unloading of motor vehicles forming part of the Commercial Areas and, if and when the Visitors' Car Parking Spaces shall have been designated as additional Residential Block Common Areas and Facilities in accordance with the provisions of this Deed, the Parking Spaces shall thereafter be construed as excluding the Visitors' Car Parking Space;

"Residential Blocks Common Areas and Facilities"

shall mean and include, but not limited to, the external walls pertaining to the Residential Blocks including projections such as concrete hoods, tie beams, the structures and exteriors of the supporting walls, beams, columns, flat roofs, roofs, upper roofs and top roofs of the Residential Blocks, parapet walls, canopies, entrance lobbies, lift lobbies, lifts, lift shafts, corridors, staircases, planters, open space referred to in Clause 3.17(a) of the said lease (other than open space forming part of the Estate Common Areas and Facilities), landscaped area(s) referred to in Clause 3.18 of the said lease (other than those forming part of the Estate Common Areas and Facilities), Parking, Loading and Unloading Spaces, children's playground/ play area, badminton court, pedestrian entrances, pipe ducts, pipe duct room, main switch rooms, water meter cupboards, telecommunications and broadcasting equipment room, extra low voltage room, transformer rooms, guard counters, toilets, covered landscaped areas, covered area(s) under canopy above, dog houses, telecom & extra low voltage rooms, electrical meter rooms, hose reel, fresh water booster pump rooms, cable duct rooms, vent duct rooms, lift machine rooms, typhoon guards, junk collection point, acoustic fins, architectural fins, inaccessible voids, maintenance vehicular entrance for Water Supplies Department (WSD) & Drainage Services Department (DSD), refuse storage & material recovery rooms, and the Greenery Area (excluding those forming part of the Estate Common Areas and Facilities) and any other areas, systems, devices and facilities provided or installed in the Residential Blocks and intended to serve the Residential Blocks as a whole, which for identification purpose only, are shown coloured brown, brown hatched black, brown cross hatched black and yellow (insofar as such areas, systems, devices and facilities are identifiable) on the plans annexed

hereto and such additional areas, systems, devices and facilities as may at any time be designated as the Residential Blocks Common Areas and Facilities by the Authority (including the Visitors' Car Parking Spaces after the designation of the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities in accordance with the provisions of this Deed) in accordance with this Deed and any Sub-Deed (if any) but (unless otherwise expressly defined and provided under this Deed) shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within any part of the Residential Blocks in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within any part of the Residential Blocks serving only any particular Owner;

"Residential Blocks"

shall mean the two blocks (designated as BLOCK A and BLOCK B) constructed or to be constructed within the Estate for private residential purposes in accordance with the said lease (comprising Residential Unit(s) and certain Common Areas and Facilities);

"Residential Unit(s)"

shall mean flat(s) within the Residential Blocks or any part thereof (including all the internal walls but, in the case of a party wall, only the non-structural or non-load bearing part(s) thereof and up to the mid-point of it), the finishes of the ceilings, the finishes of the floor slabs and the finishes of the structural columns, Acoustic Windows (if any), Fixed Windows (if any), windows, and all the window frames, glass and drying rack(s) (if any) within or appertaining to the flat(s) within the Residential Blocks or any part thereof;

"Slope Maintenance Guidelines"

shall mean the guidelines known as "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and (if applicable and necessary) the maintenance manual(s) for Slope Structures (if any) to be prepared and certified by a registered professional engineer (geotechnical) and deposited in the management office of the Estate within one month from the date of this Deed;

"Slope Maintenance Manual"

shall mean the slope maintenance manual(s) for the Slope Structures, prepared pursuant to the Slope Maintenance Guidelines;

"Slope Structures"

shall mean all slopes, slope treatment works, retaining walls, soldier pile walls and other structures (if any) within or outside the said land or the Estate as required to be maintained by the Owners under the said lease (if any) which, for identification purpose only, are shown coloured green on pages 15 and 16 of the plan(s) annexed hereto;

"Special Child Care Centre" or "SCCC"

shall mean the special child care centre with one space for the parking, loading and unloading of a motor vehicle as referred to in Clause 3.21(a)(iii) of the said lease, and which forms part of the Government Accommodation;

"Special Fund"

shall mean a fund established and maintained to provide for expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance (Cap.344);

"Sub-Deed"

shall mean any Sub-Deed of Mutual Covenant to be entered into between the Authority and another co-Owner or Owners of the Estate setting forth their rights and obligations in respect of any part of the Estate;

"Undivided Share(s)"

shall mean that or those equal undivided part(s) or share(s) of and in the said land and the Estate allocated in accordance with the provisions of this Deed or in accordance with any Sub-Deed (if any);

"Unit(s)"

shall mean, unless otherwise expressly defined and provided under this Deed, any Residential Unit(s); or the NEC or ISS or SCCC or EETC or any part of the Government Accommodation or the Government Accommodation as a whole; or the HA Accommodation or, after execution of any Sub-Deed in respect of the HA Accommodation or the relevant part thereof, any of the Parking Spaces, any part of the Commercial Areas or any part of the Educational Areas; or any part of the said land or the Estate the exclusive right to the use, possession, occupation and enjoyment of which is held together with Undivided Shares in the said land and the Estate and is capable of being assigned to an Owner;

"Utility Company"

shall mean any and all of the public utility companies supplying utility services to the Estate and, where the context admits, include Gas Company (as hereinafter defined in Clause 20(ao) under Section IV of this Deed);

"Visitors' Car Parking Spaces"

shall mean the 4 parking spaces for parking of motor vehicles belonging to the bona fide guests and visitors of the residents of the Estate as provided in accordance with Clause 3.24(a)(vi) of the said lease;

"Waterworks Reserve Area"

shall mean the Waterworks Reserve Area as defined in Clause 3.28(a) of the said lease and shown coloured pink hatched black and pink hatched black stippled black and marked "W.W.R." on the plan annexed to the said lease; and, upon completion of the diversion works of the WRA Structures to the New Waterworks Reserve Area in accordance with Clause 3.28(e) of the said lease, references to the "Waterworks Reserve Area" in this Deed

shall be deemed to be read and construed as references to the "New Waterworks Reserve Area";

"WRA Structures"

shall mean the WRA Structures as defined in Clause 3.28(a) of the said lease including fresh and flushing water mains, subject to Clause 3.28(e) of the said lease.

2. Number, gender and ordinance

In these presents (if the context so 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 neuter gender and words importing persons shall include corporations. References in this Deed to any ordinance shall (except where the context otherwise requires) be deemed to include any statutory re-enactment thereof or any statutory modification thereof.

3. Clause headings

The index and the clause headings in this Deed are included for ease of reference and shall not affect the interpretation or construction of the relevant clauses and paragraphs.

SECTION II – RIGHTS AND OBLIGATIONS OF THE OWNERS

4. Exclusive right of the Authority

The Authority shall at all times hereafter, subject to and with the benefit of the said lease, this Deed and Sub-Deed (if any), have the sole and exclusive right and privilege to hold, use, occupy and enjoy, to the exclusion of the First Purchaser, ALL THAT the said land and the Estate including all those Units under in and of the buildings within the Estate (and for the avoidance of doubt, excluding the Common Areas and Facilities) save and except ALL THAT the First Purchaser's Flat together with the appurtenances thereto and the entire rents and profits thereof.

5. Exclusive right of the First Purchaser

The First Purchaser shall at all times hereafter, subject to and with the benefit of the said lease, this Deed and Sub-Deed (if any), have the sole and exclusive right and privilege to hold, use, occupy and enjoy, to the exclusion of the Authority, ALL THAT the First Purchaser's Flat together with the appurtenances thereto and the entire rents and profits thereof.

6. Estate Common Areas and Facilities

The Estate Common Areas and Facilities shall be deemed to be common areas and facilities for the benefit of the Owners which areas and facilities may, subject to the provisions hereof and of Sub-Deed (if any), be used by each Owner in common with all other Owners.

7. Residential Blocks Common Areas and Facilities

The Residential Blocks Common Areas and Facilities shall be deemed to be common areas and facilities for the benefit of the Owners of the Residential Blocks which areas and facilities may, subject to the provisions hereof and of Sub-Deed (if any), be used by each Owner of the Residential Blocks in common with all other Owners of the Residential Blocks.

8. Right of all Owners

Each of the Undivided Shares of and in the said land and the Estate and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate and to receive rents and profits therefrom shall be held by the Owner thereof from time to time, subject to and with the benefit of the rights, privileges and obligations set out in the SECOND SCHEDULE HERETO and the express covenants and provisions contained herein and in Sub-Deed (if any).

9. Owners bound by covenants and restrictions

The Owner for the time being of each of the Undivided Shares of and in the said land and the Estate shall, at all times hereafter, be bound by and shall observe and perform the covenants, provisions and restrictions herein contained and in the THIRD SCHEDULE HERETO and in Sub-Deed (if any).

10. Right to assign without reference to other Owners

Subject to the provisions of the said lease (including, but not limited to, Clause 3.20 of the said lease) and/or such additional or other restrictions, terms and conditions (if any) as may be imposed in the assignment in favour of an Owner by the Authority, and so long as Clause 3.20 of the said lease and/or such additional or other restrictions, terms and conditions apply to his equal Undivided Share in the said land and the Estate, every Owner of an equal Undivided Share in the said land and the Estate shall have the full right and liberty, without reference to the Owner of any other equal Undivided Share in the said land and the Estate or any person otherwise interested in any other equal Undivided Share in any way

whatsoever, and without the necessity of making such other Owner or any such other person a party to the transaction, to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of or deal with his Undivided Share or interest of and in the said land and the Estate, together with the said sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate held therewith, subject expressly to and with the benefit of these presents and Sub-Deed (if any) PROVIDED THAT any such sale, assignment, alienation, conveyance, mortgage, charge, demise, underletting, parting with possession, disposal or dealing shall be made expressly subject to and with the benefit of this Deed and Sub-Deed (if any) and, in the event of any underletting, licensing or parting with possession, such Owner shall be responsible to the other Owners for the due performance and observance by such lessee, tenant, licensee or occupant of the terms and covenants in the said lease and this Deed and Sub-Deed (if any).

SECTION III – ADDITIONAL RIGHTS OF AND SPECIAL RESERVATIONS TO THE AUTHORITY, ETC.

11. Additional rights of and reservations to the Authority

Subject to the rights and privileges of F.S.I. (as the Owner of the Government Accommodation) herein contained, there is excepted and reserved unto the Authority, for as long as the Authority remains the beneficial owner of any Undivided Share, the sole and exclusive right in its absolute and unfettered discretion, at any time or times and from time to time as it shall deem fit, to do all or any of the following acts or deeds and to exercise all or any of the following rights PROVIDED THAT they shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to F.S.I. herein and in the said lease :-

(a) To amend building plans and carry out works

The right to change, amend, vary, add to or alter the building plans existing at the date hereof and to carry out addition, alteration, construction and/or building works pursuant to any such change, amendment, variation, addition to or alteration of such building plans subject to the approval of the Owners in meeting held pursuant to Clause 72 hereof PROVIDED THAT no approval of any Owner or any of the parties hereto is required and no such change, amendment, variation, alteration or addition shall give to the Owners any right of action against the Authority if such change, amendment, variation, alteration or addition relates only to the HA Accommodation AND PROVIDED THAT any such change, amendment, variation, addition or alteration shall not impede or restrict access to or from the Government Accommodation and shall require the approval of the Owner of the Government Accommodation, if the same directly affects the Government Accommodation (and for this purpose, F.S.I. or G.P.A. or its nominee shall have sole discretion to determine whether or not the Government Accommodation is directly affected) and PROVIDED FURTHER THAT notwithstanding anything contained in this sub-clause (a):-

(i) any such change, amendment, variation, addition, alteration, construction and/or building works shall be restricted to such parts of the Estate which have not been sold or assigned by the Authority and shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from any such Unit; and

(ii) nothing herein shall absolve the Authority from the requirement of obtaining any necessary written consent of the Government.

(b) To negotiate with Government for modification

The right, at its own cost and expense to apply to, negotiate and agree with the Government with a view to amending, varying or modifying the said lease (including the plan(s) annexed thereto) or any conditions thereof for the purposes of the development and/or sale of the HA Accommodation or any part(s) thereof (so long as the HA Accommodation remains vested in the Authority), or the Government Accommodation or any part(s) thereof prior to assignment of the same to F.S.I., or otherwise relating to the HA Accommodation, or the Government Accommodation prior to its assignment to F.S.I., or to apply to, negotiate and agree with the Government with a view to amending, varying or modifying the said lease (including the plan(s) annexed thereto) or any conditions thereof, in such manner as the Authority may deem fit with respect to such part or parts of the Estate which has or have not been sold or assigned by the Authority (such amendment,

variation or modification of the said lease (including the plan(s) annexed, thereto) shall be subject to the prior approval of the Owners in meeting held pursuant to Clause 72 hereof) and to execute any documents in the name of the Authority in connection therewith without the necessity of joining in or obtaining the approval of any Owner PROVIDED THAT where such amendment, variation or modification of the said lease (including the plan(s) annexed thereto), in the opinion of F.S.I. or G.P.A. or its nominee, directly affects the Government Accommodation, the prior written approval of the Owner of the Government Accommodation shall be obtained AND PROVIDED THAT such amendment, variation or modification of the said lease (including the plan(s) annexed thereto) shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to the Government Accommodation and must not result in the Owner of the Government Accommodation being liable for any premium payable for any variation, save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the variation, to the extent that the variation, in the opinion of F.S.I. or G.P.A. or its nominee, directly benefits the Government Accommodation but not otherwise PROVIDED ALWAYS THAT such amendment, variation, modification of the said lease (including the plan(s) annexed thereto)shall not in any way result in any Owner, except the Authority, being liable for payment of any premium or administrative or other fees or affect any other Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from any such part of the Estate, or adversely or materially affect any other Owner's right and interest under this Deed and/or Sub-Deed (if any) in respect of any part or parts of the Estate.

(c) To dedicate to public part(s) of the premises retained by the Authority

The right to dedicate to the public any part or parts of the Estate (other than the Government Accommodation) which have not been sold or assigned by the Authority for the purposes of passage, with or without vehicles, or in such manner as the Authority shall in its absolute discretion deem fit PROVIDED THAT in making such dedication, the Authority shall not adversely interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict his access to and from his Unit.

(d) To adjust boundary of the said land

The right to adjust and/or re-align the boundary of the said land (other than the Government Accommodation) and to negotiate and agree with the Government and/or the owner(s) of the adjoining land in connection therewith PROVIDED THAT the exercise of such right by the Authority shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict his access to and from any part of the Estate and PROVIDED FURTHER THAT the prior approval of the Owners in meeting held pursuant to Clause 72 hereof shall be obtained and PROVIDED ALSO THAT in so far as such adjustment or re-alignment affects the Common Areas and Facilities, any monetary benefit obtained by the Authority as a result of such adjustment or re-alignment shall be credited towards the Special Fund in respect of the relevant part(s) of the Common Areas and Facilities and any non-monetary benefit so obtained shall be dealt with in such manner as the Owners in meeting held pursuant to Clause 72 hereof shall determine.

(e) To lay drains and other services

The right to construct, maintain, lay, alter, remove, re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the said land and the Estate (but excluding the Government Accommodation) to supply utility

services and recreational facilities to the said land and/or the Estate or part(s) thereof and to grant licence or otherwise permit or grant the right so to do any of the aforesaid to any person on such terms and conditions as the Authority may deem fit PROVIDED THAT the prior approval of the Owners in meeting held pursuant to Clause 72 hereof shall be obtained, and that the exercise of the aforesaid rights shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns nor impede access to their Units and PROVIDED ALSO THAT where entry to the Government Accommodation or any part thereof for the purposes aforesaid is unavoidable, the Authority shall obtain the prior approval of the Owner of the Government Accommodation, shall cause the least disturbance to such part of the Government Accommodation and shall also indemnify the Owner of such part of the Government Accommodation in respect of the costs and expenses incurred for any damage caused to such part of the Government Accommodation PROVIDED FURTHER THAT any monetary benefit obtained in granting any licence or right to other persons as aforesaid shall be credited towards the Special Fund in respect of the relevant part(s) of the Estate.

(f) <u>To affix flues, pipes, etc.</u>

The right to affix, maintain, alter, repair, service, replace, renew, improve and remove any one or more flues, pipes, chimneys, masts, conduits, plant, machinery, equipment, aerials, telecommunication transmitters and receivers, satellite dishes, satellite master antenna systems, tuners, broadcast reception, information distribution or communication systems including, without limitation, communal aerial broadcast distribution systems, microwave distribution systems, cable and wireless communications systems and transmission and transponder systems, antennae, lightning conductors and lighting and other fixtures of whatever kind, on any part or parts of the Common Areas and Facilities and such other areas of the said land and the Estate the exclusive right to hold, use, occupy and enjoy of which has not been assigned, and together with the right to enter into and upon any part of the said land and the Estate (except a Unit owned by an Owner), with or without workmen and equipment, at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid, and the right to license or otherwise permit or grant the right so to do to any other person on such terms as the Authority may deem fit and, for this purpose, to negotiate and enter into contracts, leases or licence agreements with such person for the installation, operation, management and maintenance of such aforementioned systems on such terms as the Authority may deem fit, and may assign such contract, lease or licence agreement to the Manager or to the Owners' Corporation (if the same shall have been formed) for the benefit of the Owners, with (in so far as is possible) power for the Manager or the Owners' Corporation (as the case may be) to further assign the same to its successors PROVIDED THAT no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation AND PROVIDED ALWAYS THAT such fixtures shall not interfere with the use and enjoyment by other Owners of the Units owned by them AND PROVIDED FURTHER THAT (1) the approval of the Owners in meeting held pursuant to Clause 72 hereof shall be required for the exercise of any of the rights in this sub-clause; (2) the Authority shall procure the person in whom the right to use such fixtures is vested to make good, at such person's expense, any damage to the Common Areas and Facilities as a result of the erection of such fixtures; and (3) any income received in the exercise by the Authority of any of the aforesaid rights, insofar as it affects the Common Areas and Facilities, shall be credited towards the Special Fund in respect of the relevant part(s) of the Estate.

(g) <u>To affix signs, signboards or logos</u>

The right to erect, affix, maintain and remove such signs, signboards or logos exhibiting the names of the relevant tenants, occupiers or licensees, or otherwise permit or grant the right so to do, on any part of the external walls or columns of the HA Accommodation and to alter or permit alteration of the external walls or columns of the HA Accommodation PROVIDED THAT (i) exercise of this right shall be restricted to such part or parts of the HA Accommodation owned by the Authority, (ii) the Authority and/or its tenants, occupiers or licensees shall at all times be responsible for the upkeep and maintenance of any of the aforesaid signs, signboards or logos, and the exercise of the aforesaid rights by the Authority shall not (1) interfere with the use and enjoyment by other Owners of the Units owned by them and (2) impede or restrict the access by any Owner to and from the Unit owned by him, and (iii) the approval of the Owners in meeting held pursuant to Clause 72 hereof or the Owners' Committee (if the same shall have been established) shall be required for the exercise of the aforesaid right in respect of any part of the external walls of the HA Accommodation designated as Common Areas and Facilities under any Sub-Deed (except that for such signs, signboards or logos as aforesaid which form the subject of or which have been erected, affixed or completed at the date of such Sub-Deed pursuant to any agreements, contracts or permissions entered into or granted prior to the date of such Sub-Deed, the approval of the Owners or the Owners' Committee (if the same shall have been established) shall not be required, but such approval shall nonetheless be required for the renewal or extension of such agreements, contracts or permissions). Any income received in the exercise of the aforesaid rights, in so far as it concerns the Common Areas and Facilities, shall be credited towards the Special Fund.

(h) <u>To change the internal layout of the Parking Areas, Commercial Areas and/or the Educational Areas of the HA Accommodation</u>

The right to change, amend, vary, add to or alter the building plans and/or the approved car park layout plans (in so far as the Parking Spaces, the Educational Areas or Commercial Areas of the HA Accommodation is/are concerned (and so long as the HA Accommodation remain(s) vested in the Authority or any single Owner)) existing at the date hereof (including, but not limited to, amending, altering, re-aligning and/or varying the user, number or the layout of the arcades, shops, staircases and internal partitions of the Commercial Areas, the Educational Areas and/or the Parking Areas of the HA Accommodation or any part thereof) from time to time, without the concurrence or approval of any Owner or any of the parties hereto, but nothing herein shall absolve the Authority from the requirements of obtaining the prior written consent or approval of the relevant Government authorities (if so required) PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with or affect an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns, and all costs incidental thereto shall be borne by the Authority solely and PROVIDED FURTHER THAT (a) such user shall comply with the said lease; (b) the Authority shall only alter the layout of the Parking Spaces, the Educational Areas and/or the Commercial Areas of the HA Accommodation and location or layout of the Units owned by the Authority, (c) access to and from any part of the Estate shall not be impeded or restricted and (d) no part of the Common Areas and Facilities shall be affected in any way AND, for the purpose of this sub-clause, the Authority shall include the single Owner of the HA Accommodation.

(i) <u>To change the name of the Commercial Areas, the Parking Areas and/or the Educational Areas of the HA Accommodation</u>

So long as the ownership of the HA Accommodation remain(s) solely vested in the Authority, the exclusive right to name or change the name of the Commercial Areas, the Parking Areas and/or the Educational Areas of the HA Accommodation or any part thereof

and, subsequently, to further change the same at any time and from time to time AND, for the purpose of this sub-clause, the Authority shall include the one single Owner of the HA Accommodation.

(j) To enter into Sub-Deed of the HA Accommodation

The right to enter into a Sub-Deed or Sub-Deeds in respect of the HA Accommodation or any part thereof PROVIDED THAT such Sub-Deed(s) shall not conflict with the provisions of this Deed or the said lease nor affect the rights, interests or obligations of the other Owners bound by this Deed or any other previous Sub-Deed, and the same shall be subject to the prior approval of the Director of Lands, unless the requirement of approval is waived by the Director of Lands AND PROVIDED FURTHER THAT no Sub-Deed of the HA Accommodation shall be entered into prior to the designation of the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities in accordance with the provisions of this Deed AND PROVIDED FURTHER THAT if any Sub-Deed in respect of the HA Accommodation is entered into, the part of the HA Accommodation subject to the use and enjoyment or any right of way of the Owner of the Government Accommodation shall be designated as and form part of the Common Areas and Facilities or (as the case may be) the common areas and facilities in such Sub-Deed in respect of the HA Accommodation.

(k) To designate part of the HA Accommodation as Common Areas and Facilities

The right to designate in any Sub-Deed such part of the HA Accommodation (including, but not limited to, the facilities serving the HA Accommodation exclusively and related electronic and mechanical devices erected or installed or to be erected or installed therein) as the common areas and facilities of the HA Accommodation PROVIDED THAT the proper use and enjoyment of the Government Accommodation shall not be affected AND PROVIDED THAT, in the event of entering into a Sub-Deed of the HA Accommodation, any areas for the installation or use of aerial broadcast distribution or telecommunications network facilities and any lift lobby serving a fireman's lift and any protected lobby to a required staircase within the HA Accommodation shall be designated as and form part of the common areas in such Sub-Deed of the HA Accommodation.

(l) To allocate and/or sub-allocate Undivided Shares and Management Shares

The right to allocate and/or sub-allocate the Undivided Shares and/or the Management Shares allocated to the HA Accommodation or the Government Accommodation prior to the execution of any Sub-Deed of the HA Accommodation or prior to the assignment of the same to F.S.I. (as the case may be), PROVIDED THAT (1) the total number of Undivided Shares and/or Management Shares of the Estate shall remain unchanged; (2) the proportion of Undivided Shares and/or Management Shares allocated to the HA Accommodation or the Government Accommodation (as the case may be) shall remain unchanged; and (3) the allocation of Undivided Shares and/or Management Shares to the Government Accommodation shall be upon the basis referred to in Clause 3.21(e) of the said lease and any other allocation and/or sub-allocation under this sub-clause shall be upon the same basis as the allocation of the Undivided Shares and/or Management Shares to any other part of the Estate and shall not interfere with any other Owner's right to hold, use, occupy and enjoy the Unit which such other Owner owns AND PROVIDED FURTHER THAT such allocation and/or sub-allocation of the Undivided Shares and/or Management Shares shall be subject to the approval of the Director of Lands.

(m) To dispose of HA Accommodation and/or Government Accommodation

The full, exclusive and unrestricted right and privilege, without reference to any other Owners and without the necessity of making the other Owners parties thereto, to sell, assign, charge, mortgage, let, underlet, lease, grant licences over, share, part with possession of, or otherwise dispose of any part or parts of the HA Accommodation (excluding the Visitors' Car Parking Spaces), or the Government Accommodation prior to the assignment of the same to F.S.I. (as the case may be), and the Undivided Shares of and in the said land and the Estate allocated thereto, subject, however, to the said lease, this Deed and the relevant Sub-Deed(s).

(n) To change use of HA Accommodation and/or Government Accommodation

The right without the concurrence of any other Owners, but subject always to the covenants of the said lease and the prior written consent of the Director of Lands, to change the use of any part of the HA Accommodation, so long as the same is/are still vested in the Authority or the single Owner thereof prior to the execution of any Sub-Deed of the HA Accommodation and/or the Government Accommodation prior to the assignment of the same to F.S.I. (as the case may be), to other non-domestic uses or to domestic use and/or to change the gross floor area of the facilities comprising the HA Accommodation (prior to the execution of any Sub-Deed of the HA Accommodation) and the Government Accommodation prior to the assignment of the same to F.S.I. (as the case may be) and/or to carry out all demolition, construction or alteration (including structural alteration) works in respect of the HA Accommodation (prior to the execution of any Sub-Deed of the HA Accommodation) and Government Accommodation prior to the assignment of the same to F.S.I. (as the case may be), whether in connection with any change of user or change of gross floor area as aforementioned or otherwise, PROVIDED THAT (i) the prior written approval of all relevant Government authorities are obtained (if necessary); (ii) the exercise by the Authority of the right to change the gross floor area of the facilities comprising the HA Accommodation and/or the Government Accommodation under this sub-clause shall not result in any change in the gross floor areas of any of the Common Areas and Facilities (save and except where the Authority exercises its rights under Clause 11(k) hereof to designate any part or parts of the HA Accommodation as common areas and facilities of the HA Accommodation); (iii) the exercise of any such right by the Authority under this sub-clause shall not result in any Owner, except the Authority, being liable for payment of any premium or administrative or other fees or interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede access to his Unit; and (iv) the Authority shall, upon receipt of notice(s) in writing from the Owner(s), make good any loss, damage, disturbance or nuisance whatsoever caused to or suffered by such Owner(s) arising out of or incidental to the exercise by the Authority of the right under this sub-clause.

(o) To designate or re-designate numbering of the Parking Spaces and/or the Commercial Areas within the HA Accommodation

The full and unrestricted right without reference to the other Owners to designate or re-designate the numbering, and/or (subject to the provisions of the said lease) location of the Parking Spaces and/or the Commercial Areas within the HA Accommodation, owned by the Authority PROVIDED THAT the exercise by the Authority of any of the rights herein shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns nor the Undivided Shares or Management Shares allocated thereto.

(p) To obtain grant of easements, etc.

The right to obtain the grant of any rights, rights of way, easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands PROVIDED THAT should any such rights, rights of way, easements or quasi-easements affect any part of the Estate, the prior approval of the Owners in meeting held pursuant to Clause 72 hereof should be obtained AND PROVIDED FURTHER THAT if any such rights, rights of way, easements or quasi-easements affect the Government Accommodation, the prior approval of F.S.I. or G.P.A. or its nominee shall be obtained and such rights shall be subject to the rights and privileges of F.S.I. and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to F.S.I. in this Deed and the said lease.

(q) To grant easements, etc.

The right to grant any rights, rights of way, easements or quasi-easements (including, but not limited to, the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Estate or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the Authority shall deem appropriate PROVIDED THAT (1) the prior approval of the Owners in meeting held pursuant to Clause 72 hereof should be obtained; (2) the exercise of the aforesaid rights should be subject to the terms and conditions as set out in the said lease and shall not affect Owners' right to access or enjoyment of their Units and (3) any income received in the exercise by the Authority of any of the aforesaid rights affecting any part of the Common Areas and Facilities shall be credited towards the Special Fund in respect of the relevant part(s) of the Estate AND PROVIDED FURTHER THAT if any such rights, rights of way, easements or quasi-easements affect the Government Accommodation, the prior approval of F.S.I. or G.P.A. or its nominee shall be obtained and such rights shall be subject to the rights and privileges of F.S.I. and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to F.S.I. in this Deed and the said lease.

(r) To manage HA Accommodation and ancillary rights

(1) For so long as the Authority remains the Owner of the HA Accommodation and prior to the execution of any Sub-Deed of the HA Accommodation, (i) the right to manage, maintain, regulate, direct and control the access of vehicles (for the avoidance of doubt, including motor vehicles and motor cycles) and the vehicular traffic to, out of or within the Parking Areas of the HA Accommodation including the right to appoint, at its own expense, a professional car park operator for the management, maintenance, control, regulation and direction of the same and, for such purpose, the Authority and such professional car park operator shall have the right to erect, install and maintain signs, traffic signs, road markings, shroff office/kiosk, control barriers and related electronic and mechanical devices at, within or on any part of the Parking Areas of the HA Accommodation, and to make and enforce rules and regulations in accordance with the relevant legislation from time to time in force, to impose such parking fees and other charges and expenses as the Authority may fix from time to time, and to

remove any vehicles parked in any area not reserved for parking or any vehicle parked in any Parking Spaces without the consent of the Owner or lawful occupier of such Parking Spaces and to levy and collect from the owners of such vehicles such impounding removal and storage fees as the Authority may fix from time to time, and to do all such acts and things as may be necessary to provide and regulate unimpeded access thereto by the persons entitled for the time being to the use of the Parking Areas of the HA Accommodation; and (ii) the right to manage and maintain the Commercial Areas of the HA Accommodation including the right to appoint, at its own expense, a professional operator for the management and maintenance of the Commercial Areas of the HA Accommodation and to install such facilities and devices thereof for the purposes of such management and maintenance PROVIDED THAT should any aforesaid right(s) affect any part of the Common Areas and Facilities, the prior approval of the Owners' Committee should be obtained.

(2) So long as the ownership of the HA Accommodation is vested in the Authority or any one single Owner, the HA Accommodation shall be managed and maintained by the Authority or such one single Owner (in the capacity as the Owner of the HA Accommodation).

(3) For the purpose of this sub-clause (r), the Authority shall include any one single Owner of the HA Accommodation when referring to any rights relating to the HA Accommodation hereunder.

(4) For the avoidance of doubt, immediately after the execution of the Sub-Deed of the HA Accommodation, the common areas and facilities of the HA Accommodation (which shall then form part of the Common Areas and Facilities) shall be managed by the Manager.

(s) <u>To carry out works at the Common Areas and Facilities</u>

The right to enter, with or without surveyors, workmen, plant, equipment, machinery and material at all reasonable time upon giving prior notice to the Manager (except in case of emergency) upon the Common Areas and Facilities for the purposes of inspecting, repairing, renewing, maintaining, improving, cleansing, painting or redecorating the HA Accommodation or any part or parts thereof PROVIDED THAT the Authority shall, when carrying out such works, (i) take proper care and precaution to prevent damage or injury to land, persons or properties, (ii) cause as little disturbance as possible and forthwith make good and reinstate any damage or disturbance caused thereby or in connection therewith, (iii) complete such works as soon as reasonably practicable and (iv) be liable for all loss, damage and demand caused by its act or default in the exercise of the aforesaid right and PROVIDED FURTHER THAT the use and enjoyment by the other Owners of their Units shall not be affected, and the right of access to their Units shall not be limited or impeded.

(t) <u>To designate the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities</u>

The right to designate the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities by way of a written instrument to be entered into by the Authority alone without joining in any Owner and no approval of the Owners in meeting held pursuant to Clause 72 hereof shall be required for the exercise of this right by the Authority PROVIDED THAT this right shall only be exercised by the Authority in accordance with Clause 83 hereof.

(u) To designate any part or parts of the said land or the Estate as additional Estate Common Areas and Facilities and/or additional Residential Blocks Common Areas and Facilities

The right to designate any area or areas or part or parts of the said land or the Estate that is/are retained or owned by the Authority for the time being to be additional Estate Common Areas and Facilities and/or additional Residential Blocks Common Areas and Facilities whereupon, with effect from and for the duration of such designation, such area or areas or part or parts shall form part of the relevant type of Common Areas and Facilities as hereinbefore defined and the Owners shall contribute to the maintenance and upkeep of the same in accordance with the provisions of this Deed PROVIDED THAT

(1) such designation is for the benefit of all Owners or the relevant Owners and the approval of the Owners in meeting held pursuant to Clause 72 hereof has been obtained;

(2) the exercise of the right of the Authority under this sub-clause (u) shall not interfere with any other Owner's right to hold, use, occupy and enjoy the Unit which such other Owner owns;

(3) all the undivided shares (if any) allocated to the additional Common Areas and Facilities shall be assigned to and vested in the Manager in accordance with the provisions hereof by a separate deed; and

(4) the exercise of the right of the Authority under this sub-clause (u) shall not affect the proper use and enjoyment of the Government Accommodation.

(v) To obtain consent to change of user

The right at its own cost and expense to apply to, negotiate and agree with the Government with a view to obtaining any consent to change of user of those Units (for the purpose of this sub-clause (v) only, the expression "Units" shall exclude the Government Accommodation) which has not been sold or assigned by the Authority without the concurrence or approval of the Owners and to execute any documents in the name of the Authority in connection therewith without the necessity of joining in or obtaining the approval of any Owner PROVIDED THAT nothing herein shall absolve the Authority from the requirements of obtaining the prior consent or approval of the relevant Government authorities (if so required) and such consent to change of user shall not in any way result in any Owner except the Authority being liable for payment of any premium or administrative or other fees or affect any other Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit. For the avoidance of doubt, the exercise of the right of the Authority under this sub-clause (v) shall not affect the Government Accommodation or the proper use and enjoyment thereof.

(w) To carry out works to and to use the external walls located on Lower Ground Levels

The right to carry out works to and to use all external walls located on Lower Ground Levels (save and except the external walls of the Government Accommodation) subject to the prior approval of the Owners in meeting held pursuant to Clause 72 hereof or the Owners' Committee (if the same shall have been established), which right includes, but is not limited to, the right to install, erect, exhibit, display, maintain, repair, remove and renew signs, advertisements, logos, air-conditioning units, other facilities and services on the external walls located on Lower Ground Levels (save and except the external walls of the Government Accommodation) or any part thereof as the Authority shall deem fit for

the purposes of the HA Accommodation or any part thereof, and the right of access over the said land or any part thereof or any part of the Estate (other than the Government Accommodation), with or without servants, workmen and others and with or without tools, motor vehicles, plant, equipment, machinery and material, for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, replacing, improving, removing and renewing such signs, advertisements, logos, air-conditioning units, other facilities and services PROVIDED THAT for the Authority's exercise of its right under this sub-clause (w) for the installation or affixation of any structures or facilities on the external walls located on Lower Ground Levels (save and except the external walls of the Government Accommodation) or any part thereof, the prior approval of the Owners in meeting held pursuant to Clause 72 hereof shall be obtained and PROVIDED ALSO THAT any income received in the exercise by the Authority of any of the rights under this sub-clause (w), in so far as it concerns the Common Areas and Facilities, shall be credited towards the Special Fund and PROVIDED FURTHER THAT the Authority shall, when carrying out such works to or using the external walls located on Lower Ground Levels (save and except the external walls of the Government Accommodation), (i) take proper care and precaution to prevent damage or injury to land, persons or properties, (ii) cause as little disturbance as possible and forthwith make good and reinstate any damage or disturbance caused thereby or in connection therewith, (iii) complete such works as soon as reasonably practicable and (iv) be liable for all loss, damage and demand caused by its act or default in the exercise of the aforesaid right, and that all costs incidental to the Authority's exercise of its rights under this Clause 11(w) shall be borne by the Authority solely and the Authority shall indemnify the Owners (including F.S.I. as the Owner of the Government Accommodation), the residents and the occupiers of the Government Accommodation in respect of all liability arising out of or as a consequence of the exercise by the Authority of any of the rights herein and PROVIDED FURTHER THAT the use and enjoyment by the other Owners of their Units shall not be affected, and the right of access to their Units shall not be limited or impeded by any such works or usage. For the avoidance of doubt, the exercise of the right under this sub-clause (w) shall not affect the proper use and enjoyment of the Government Accommodation.

12. Absolute right of the Authority to use HA Accommodation or Government Accommodation

(a) Notwithstanding anything herein contained, but subject to Clause 11(m) of this Deed and subject always to the terms and conditions of the said lease and, in particular, subject always to Clause 3.21(h) of the said lease, the Authority shall have the absolute and unfettered right and liberty to use (a) the HA Accommodation so long as the Authority retains the ownership of the HA Accommodation and prior to the execution of any Sub-Deed of the HA Accommodation or (b) the Government Accommodation prior to assignment of the same to F.S.I. in such manner and for such purpose as it shall think fit with power to dispose of the same at any time as the Authority deems appropriate or expedient without any interference whatsoever by the other Owners PROVIDED ALWAYS THAT upon the disposal of the Government Accommodation or any part thereof, the assignees thereof shall be subject to the rights and obligations under this Deed.

(b) So long as the ownership of the HA Accommodation is vested in the Authority or a single Owner, the HA Accommodation shall be managed and maintained by the Authority or such single Owner (in the capacity as the sole Owner of the HA Accommodation).

(c) For the purpose of this sub-clause, the Authority shall include any one single Owner of the HA Accommodation as a whole when referring to any rights relating to the HA Accommodation hereunder.

(d) For the avoidance of doubt, immediately after the execution of the Sub-Deed of the HA Accommodation, the common areas and facilities of the HA Accommodation (which shall then form part of the Common Areas and Facilities) shall be managed by the Manager.

13. Power of Attorney to the Authority

The Owners (save and except F.S.I. as the Owner of the Government Accommodation) hereby jointly, severally and irrevocably APPOINT the Authority as their attorney and grant unto the Authority the full right power and authority to do all acts, deeds, matters and things and to execute, sign, seal and, as their act, deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the Authority's rights mentioned in Clause 11 hereof, and the Owners (save and except F.S.I. as the Owner of the Government Accommodation) hereby further jointly and severally undertake to do all acts, deeds, matters and things and to execute, sign, seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant PROVIDED THAT the Authority shall not represent F.S.I. or G.P.A. or its nominee in any dealings with the Government directly affecting the Government Accommodation, and G.P.A. or its nominee shall have the absolute right to determine, in its sole discretion, whether or not the Government Accommodation is directly affected.

14. Assignment to include covenant

An Owner (save and except F.S.I. as the Owner of the Government Accommodation) shall not be entitled to assign the Unit which he owns unless the assignment includes a covenant in substantially the following terms : "The Purchaser hereby covenants with the Hong Kong Housing Authority and its successors and assigns that the Purchaser acknowledges the rights conferred on the Hong Kong Housing Authority and its successors and assigns under Clause 11 of Section III of the Deed of Mutual Covenant to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Estate as referred to in the Schedule hereto and be enforceable by the Hong Kong Housing Authority and its successors and assigns that :-

(a) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Hong Kong Housing Authority and its successors and assigns under Clause 11 of Section III of the Deed of Mutual Covenant and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or impede or hinder the exercise of the said rights by the Hong Kong Housing Authority and its successors and assigns;

(b) the Covenanting Purchaser shall, if required by the Hong Kong Housing Authority and its successors and assigns, do everything necessary, including giving express consents in writing, to the exercise of the said rights by the Hong Kong Housing Authority and its successors and assigns, to facilitate the exercise of the said rights by the Hong Kong Housing Authority and its successors and assigns;

(c) the Covenanting Purchaser hereby expressly and irrevocably appoints the Hong Kong Housing Authority and its successors and assigns to be its attorney and grants unto the Hong Kong Housing Authority and its successors and assigns the full right, power and authority to give all consents and to do all acts, deeds, matters and things and to execute and sign, seal and, as the acts and deeds of the Covenanting Purchaser, deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Hong Kong Housing Authority and its successors and assigns as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts, deeds, matters and things

and to execute, sign, seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

(d) the Covenanting Purchaser shall not sell or otherwise dispose of the Property, unless the sale or disposal of the Property is made subject to and upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (a), (b) and (c) hereinbefore contained and this covenant (d)

PROVIDED THAT upon the Covenanting Purchaser complying with and performing the covenant (d) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (a), (b) and (c) 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 (a), (b), (c) and (d) hereinbefore contained.".

SECTION IV - MANAGEMENT OF THE ESTATE AND POWERS AND FUNCTIONS OF THE MANAGER

15. Manager undertakes to manage the Estate

Subject to the provisions of Clauses 11(r), 16, 17 and 30 hereof and subject also to the provisions of the Building Management Ordinance (Cap.344), the management and maintenance of the Estate shall be undertaken by the Manager, as agent for and on behalf of all the Owners, duly authorised in accordance with the provisions of this Deed, or any suitably qualified person, company or corporation appointed or employed by the Manager from time to time for the carrying out of such management and maintenance under the powers herein contained, but the Manager shall not transfer or assign its rights and obligations under this Deed and shall, at all times, be responsible for the management and control of the said land and the Estate (including any part thereof) in accordance with the provisions of this Deed.

16. Management of Government Accommodation

(a) The Government Accommodation shall be managed and maintained by the Owner of the Government Accommodation.

(b) Notwithstanding (a) above, upon the request of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation, provided that the Owner of the Government Accommodation shall reimburse the Manager with the costs expended in carrying out such maintenance, on condition that the maintenance shall not be carried out unless and until the Manager shall have submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary, and the Owner of the Government Accommodation shall have approved in writing the estimated costs and the maintenance work to be carried out by the Manager, and PROVIDED ALWAYS THAT the costs and expenses incurred by the Manager in carrying out the duties under this Clause 16(b) shall be separated from the Management Expenses and shall not affect the Management Expenses including the manager's remuneration payable by the other Owners.

17. Management of the Items

The Items shall be managed and maintained by the Manager. All Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall indemnify and keep indemnified F.S.I. and the Government for all liabilities, damages, expenses, claims, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Manager to manage and maintain the Items.

18. Control and management of Common Areas and Facilities

Subject to Clause 11(f), Clause 11(g) and Clause 11(w) hereof, the Manager shall have the right to the control and management of the external walls, roofs, upper roofs, flat roofs and all such part or parts forming part of the Common Areas and Facilities of all buildings in the Estate and of any part or parts of any building within the Estate which is designed set aside and intended to be used as management office, machine rooms, pump rooms, switch rooms and any other purposes required for the management and servicing of the Estate as a whole or of any building or part or parts of any building therein and of any part or parts of the Common Areas and Facilities PROVIDED ALWAYS THAT any income generated from such control and management by the Manager shall accrue to the Owners and be credited to the management fund.

19. Right of Manager to do acts necessary or requisite for management of the Estate

The Manager shall (subject as herein otherwise specifically provided) have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the maintenance and management of the Estate and anything reasonably incidental thereto.

20. Powers functions and obligations of Manager

Without in any way limiting the generality of the foregoing, the Manager shall have the following powers, functions and obligations, namely :-

(a) To demand, collect and receive all amounts payable by the Owners under the provisions of this Deed and Sub-Deed (if any) and to recover the same by legal proceedings.

(b) To make House Rules before the formation of the Owners' Committee and, subject to the approval of the Owners' Committee (if the same shall have been established), to make, revoke and amend the House Rules which must not be inconsistent with the Building Management Ordinance (Cap. 344) or the conditions of the said lease and the provisions contained in this Deed regulating the use, operation, maintenance and management of the Estate and the services, facilities or amenities thereof and the conduct of persons occupying, using or visiting the same and making provisions for the protection of the environment of the Estate and the implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection PROVIDED THAT the House Rules (i) shall be subject to the rights and privileges of F.S.I. (as the Owner of the Government Accommodation) contained in this Deed, and (ii) shall not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation. The House Rules set out in the FOURTH SCHEDULE HERETO shall come into force on the date of this Deed and shall remain in force until revoked or amended as aforesaid. A copy of all amendments or additions made from time to time to the House Rules shall be exhibited on the notice boards of the Estate and such House Rules and all amendments or additions thereto shall be binding upon all the Owners and all persons claiming through or under any Owner.

(c) Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured all buildings and facilities and all parts thereof within the Estate (except the HA Accommodation or the Government Accommodation, save where otherwise required by the Owner of the HA Accommodation or the Owner of the Government Accommodation (as the case may be) in which case the Owner of the HA Accommodation or the Owner of the Government Accommodation shall bear and pay the respective requisite premiums therefor (as the case may be)) to the full new reinstatement value (plus such amount as the Manager may determine as required for demolition and clearance of debris and related professional fees for rebuilding) against loss or damage by fire and other perils as the Manager may from time to time think fit, and to take out appropriate insurance against public liability and occupiers' liability in respect of the Common Areas and Facilities, liability as employers in respect of employees employed within or exclusively in connection with the management of the said land and the Estate, and such other liabilities which the Manager may incur in connection with the management of the Estate, with some reputable insurance company or companies or otherwise, in the name of the Manager for and on behalf of the Owners according to their respective interests therein, and to pay all premiums to keep such insurance policies in force. All monies received from fire or other insurance against loss or damage to the said buildings and facilities shall be applied in reinstating and making good the loss or damage thereto.

(d) To arrange for refuse collection and disposal and to maintain, within the Estate, a comprehensive system of refuse collection referred to in Clause 3.15 of the said lease, to the satisfaction of the Director of Lands and the Director of Food and Environmental Hygiene.

(e) To maintain and monitor the prestressed ground anchors (if any) in accordance with the provisions of Clause 4.7 of the said lease.

(f) To keep in good order and repair the lighting and ventilation of the Common Areas and Facilities and to maintain the same in a clean and sanitary state and condition.

(g) To repair and keep in good repair and condition the Common Areas and Facilities and all buildings, equipment, apparatus, services and facilities within the Estate and, when necessary, to replace any part thereof which requires replacement PROVIDED THAT the Manager shall not effect any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget, except with the prior approval by a resolution of Owners at an Owners' meeting held pursuant to Clause 72 hereof.

(h) To paint or whitewash or treat with cement wash or other material, as appropriate, such of the Common Areas and Facilities and exterior of any building within the Estate (excluding the HA Accommodation, so long as the same is solely owned by the Authority) as should be painted, whitewashed or otherwise treated at such intervals as the same may reasonably be required to be done and, in any event, if so required by any Government department.

(i) To replace any broken glass in any windows or doors of the Common Areas and Facilities.

(j) To keep in good repair and condition :-

(1) all water pumps, pumphouses, tanks, mains pipes, sewers, lavatories, drains water-courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate;

(2) the drains and channels, whether within the boundaries of the said land or the land adjacent thereto or on Government land, which the Owners are required by the said lease to construct and maintain to the satisfaction of the Director of Lands;

(3) the fire access, fire hydrants, fire fighting appliances, water pumping connections and other fire service installations and equipment which the Owners are required to provide and maintain to the satisfaction of the Director of Fire Services; and

(4) any refuse collection chamber or other facilities forming part of or incidental to the refuse collection system and maintain the same to the satisfaction of the Director of Lands and the Director of Food and Environmental Hygiene.

(k) To keep the lifts in the Common Areas and Facilities within the Estate in good repair and operating condition and to replace the same and any parts that may require replacement.

(l) To remove any structure, installation, signboard, sunshade bracket, fitting, obstruction device, aerial or thing in or on the said land or the Estate or any part thereof which is unlawful or illegal or which contravenes the House Rules and the terms herein contained and to demand and recover from the Owner by whom such structure or other thing as

aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager.

(m) To appoint a solicitor or legal counsel to advise upon any point which arises in the management of the said land and the Estate necessitating professional legal advice and with authority to act for and accept service on behalf of all the Owners (save and except F.S.I. as the Owner of the Government Accommodation) of the Estate of all legal proceedings relating thereto (but not proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the generality of 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 Government or other competent officers, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners, whether for the purpose of the Rules of the High Court (as the same may be amended from time to time) or otherwise.

(n) To prevent obstruction of any of the Common Areas and Facilities and to prevent any person from unlawfully parking on, occupying or using any of the Common Areas and Facilities or the roads and footpaths (if any) and the open spaces within the Estate or any part or parts thereof.

(o) To prevent (by legal action, if necessary) any person including an Owner from occupying or using any part of the said land and the Estate in any manner in contravention of the said lease or this Deed or Sub-Deed (if any).

(p) To prevent and to take action to remedy any breach by any Owner or other person residing in or visiting the Estate of any of the provisions of the said lease or this Deed or Sub-Deed (if any).

(q) To prevent any person detrimentally altering or damaging any part of the said land and the Estate or any of the Common Areas and Facilities or any of the equipment, apparatus, services or facilities thereof.

(r) To take all steps necessary or expedient for compliance by the Owners with the said lease and, in particular, to inspect, maintain, repair, demolish, remove, reinstate, erect or construct, in accordance with the provisions of the said lease and (if applicable) to the satisfaction of the Director of Lands, Director of Drainage Services or other Government departments (as the case may be), all land, the open space(s) required to be provided under Clause 3.17(a) of the said lease, slopes, slope treatment works, earth-retaining structures, retaining walls and other support, protection, drainage, ancillary and other works and structures within the said land and also any adjacent or adjoining Government or leased land (if applicable).

(s) Subject to the provisions of Clause 75 hereof, to pay Government rents and all other sums which the Owners are required to bear and pay under the said lease and this Deed.

(t) To pay the following charges and expenses :-

(1) charges for electricity (including the operation of lifts, pumps and lighting of the Common Areas and Facilities) and water and other similar charges for and in connection with the Estate as a whole and not being in respect of the use of or consumption by any Owner for his own purposes or enjoyment;

(2) remuneration for building supervisors, watchmen, gardeners, cleaners, attendants and the like;

(3) the cost of refuse disposal and maintaining the refuse collection system;

(4) the cost of any other matters and things which the Manager is authorized to do under this Deed;

(5) the premiums payable for insurance in accordance with this Deed;

(6) such legal or other fees and costs which may be incurred by the Manager in performance of any duty or in the exercise of any power by this Deed or Sub-Deed (if any) conferred.

(u) To collect from the Owner of each Unit (save and except F.S.I. as the Owner of the Government Accommodation) in the Estate such sum as is payable by him hereunder by way of a security deposit for the liabilities of such Owner under this Deed or Sub-Deed (if any).

(v) To demand and receive from the Owner the amount due by him under this Deed, the deed of grant of easement (if any) or Sub-Deed (if any) on account of his share of the costs charges and expenses of managing and maintaining the said land and the Estate.

(w) To keep proper accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder.

(x) To represent all the Owners or any of them, as their or his agent, in all matters and dealings with the Government or any Utility Company or other competent authority or any other person whomsoever in any way touching or concerning the said land and the Estate, its equipment, apparatus, services and facilities and the provision of services and facilities to the said land and the Estate PROVIDED THAT the Manager shall neither represent F.S.I. or G.P.A., or its nominee, in any dealings with the Government nor represent the Authority in any dealings with the Government which affect or concern the Government Accommodation or the HA Accommodation (as the case may be), and G.P.A. or its nominee shall have the absolute right to determine, in its sole discretion, whether any such dealings affect or concern the Government Accommodation.

(y) Without prejudice to Clause 20(ar) hereof and without prejudice to the rights of the Authority under Clause 11(r) hereof, and subject to Clause 15 hereof, to enter into contracts and to engage employ, remunerate and dismiss solicitors, architects and other professional staff advisers and consultants, contractors, workmen, gardeners, servants, agents, watchmen, building supervisors and other management, maintenance and administrative staff and attendants and to commence, conduct, carry on and defend legal and other proceedings touching or concerning the said land and the Estate (other than the HA Accommodation or the Government Accommodation or part(s) thereof, whether or not they remain in the ownership and management of the Authority pursuant to the provisions of this Deed or Sub-Deed (if any)) or the management thereof on behalf of all the Owners.

(z) To enforce the due observance and performance by the Owners of the covenants, terms and conditions of this Deed, the deed of grant of easement (if any) and Sub-Deed (if any) and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as hereinafter mentioned.

(aa) To prevent obstruction of any of the emergency vehicular access(es)/access road(s) and to keep the emergency vehicular access(es)/access road(s) at all times in good repair and condition and from time to time, as may be necessary, to re-align or relocate the emergency vehicular access(es)/access road(s) pursuant to the approved building plans, including any amendments thereto to be approved by the Independent Checking Unit of the Office of the Permanent Secretary for Housing (formerly, the Independent Checking Unit of the Office of the Permanent Secretary for Transport and Housing (Housing)), and subject to the approval of the Owners in meeting.

(ab) To permit all persons deputed to act for the Government at all reasonable times to enter into and upon the said land and the Estate to view, search and see the condition of the same and to comply with all notices of repair as may be given by such persons.

(ac) To prevent any person from interfering with or removing any tree growing on the said land.

(ad) (If applicable) to engage suitably qualified personnel to inspect, keep and maintain in good and substantial repair and condition and carry out any necessary works in respect of the Slope Structures, in accordance with the provisions of the said lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and other structures. For the avoidance of doubt, it is hereby declared that the onus is on the Owners of the Estate, at their own expense, to maintain and carry out all works in respect of the Slope Structures in accordance with the said lease and the Slope Maintenance Guidelines and the Slope Maintenance Manual and the guidelines aforesaid, and the Manager shall not be personally liable for carrying out any such requirements of the said lease, which shall remain the responsibility of the Owners of the Estate, if the Manager, having used all reasonable endeavours, has not been able to collect the costs of the required works from all of the aforesaid Owners. The Owners shall pay to the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out any such maintenance and repair works as aforesaid. The Owners' Corporation, if formed, shall also have the authority and power mentioned in this Clause 20(ad).

(ae) To provide and maintain spaces (other than those forming part of (i) the HA Accommodation (prior to the execution of any Sub-Deed of the HA Accommodation) or (ii) the Government Accommodation) for the parking or loading and unloading of goods and service vehicles and refuse collection vehicles, if any.

(af) Subject to the terms of the said lease, to prevent the open space referred to in Clause 3.17 of the said lease from being used for any purpose other than for the active and passive recreational purposes for the use and enjoyment by the residents and occupiers of the building or buildings in the Estate and their bona fide guests and visitors.

(ag) Without prejudice to the rights of the Authority under Clause 11(f) and Clause 11(w) hereof and subject to the terms and conditions as set out in the said lease and this Deed and the approval of the Owners' Committee, to license or otherwise permit or grant the right to any other persons to have access to and to use any part of the Common Areas and Facilities for the purpose of installing aerial broadcast distribution system and telecommunication installations and to carry out such works which are necessary for the installation of such aerial broadcast distribution system and telecommunication installations on such terms as the Manager may deem fit and, for this purpose, to negotiate and enter into contracts, leases or licence agreements with such persons for the installation, operation, management and maintenance of such aerial broadcast distribution system and telecommunication

installations on such terms as the Manager may deem fit PROVIDED THAT exercise of this power shall be for the benefit of the said land and the Estate and the Manager shall assign such contract, lease or licence agreement to the Owners' Corporation (if formed) and PROVIDED ALWAYS THAT any income received or benefit generated in the exercise by the Manager of the aforesaid powers shall accrue to the Owners or the relevant Owners (as the case may be) and be credited to the Special Fund and PROVIDED FURTHER THAT the rights and interest of the Owners shall not be adversely affected and the right of any Owner to the use and enjoyment of any of the Common Areas and Facilities shall not be interfered with and that no nuisance or hazard to any person lawfully in the Estate is caused thereby.

(ah) Subject to the approval of the Owners' Committee, to make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the said land and the Estate or any part thereof and to negotiate and enter into any contract, lease, licence or agreement with the Government or the Utility Company or any person or persons for the supply of such utility and service.

(ai) Subject to the approval of the Owners in meeting held pursuant to Clause 72 hereof, to enter into deed of grant of easement (if any) and to grant such easements, quasi-easements, rights, privileges and licences and enter into such arrangements as it shall, in its absolute discretion, consider necessary to ensure the efficient management or for the benefit of the Estate, and to grant rights of way or access or use to the owners or occupiers of any other premises adjoining the said land and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities or any part thereof and, on behalf of the Owners, to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the said lease or this Deed nor interfere with an Owner's right to hold, use, occupy and enjoy his Unit nor adversely affect an Owner's rights and interests nor impede or restrict his access to and from his Unit and PROVIDED FURTHER THAT any charges or fees arising from the granting of such rights of way shall form part of the Special Fund in respect of the relevant part(s) of the Estate.

(aj) Subject to the approval of the Owners in meeting held pursuant to Clause 72 hereof and the terms and conditions as set out in the said lease, to enter into deed of grant of easement (if any) and to grant such easements, quasi-easements, rights, privileges and licences to, and to enter into such arrangements and agreements with, the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may, in its absolute discretion, think fit and to obtain the grant of any easements, quasi-easements, rights, privileges and licences from, and to enter into any arrangements and agreements with the Government or owners of any other premises for the benefit of the said land and the Estate or any part(s) thereof upon such terms and conditions as the Manager may in its absolute discretion think fit PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede or restrict the access to and from any such part of the Estate and PROVIDED FURTHER THAT any charge or fee arising from the grant of such rights of way (if any) shall form part of the Special Fund in respect of the relevant part(s) of the Estate.

(ak) To prepare plan(s) showing the emergency vehicular access(es)/access road(s) and cause a set of such plan(s) to be deposited at the estate management office within the said land for inspection by the Owners.

(al) Subject to the approval of the Owners' Committee, to convert any part of the Common Areas and Facilities to office(s) or meeting room(s) for use by the Owners' Committee or management committee of the Owners' Corporation or as estate management office or for holding meetings of the Owners and to effect the necessary construction and/or other works on such Common Areas and Facilities for the aforesaid purpose.

(am) Subject to Clause 11(f), Clause 11(g) and Clause 11(w) hereof, (1) to affix, maintain, alter, renew and remove any one or more signs, signboards, masts, aerials, lighting or other fixtures of whatever kind which is/are for the common use and enjoyment of the Owners on any part or parts of the external walls forming part of the Estate Common Areas and Facilities and the Residential Blocks Common Areas and Facilities subject to the approval of the Owners in meeting held pursuant to Clause 72 hereof or of the Owners' Committee (if the same shall have been established), and (2) to enter into and upon any part of any building (except a Unit owned by an Owner) with or without workmen and equipment at all reasonable times, on giving prior reasonable written notice (except in the case of emergency), for any or all of the purposes aforesaid, and (3) to license or otherwise permit or grant the aforesaid right for the common use and enjoyment of the Owners to any other person on such terms as the Manager may deem fit, subject to the approval of the Owners in meeting held pursuant to Clause 72 hereof or of the Owners' Committee (if the same shall have been established) PROVIDED THAT (i) any fee or monetary benefit arising from the aforesaid licence, permission or grant of right shall accrue to the Owners and form part of the Special Fund in respect of the relevant part(s) of the Estate; (ii) any such signs, signboards, masts, aerial, lighting or other fixtures shall not interfere with the use and enjoyment by any Owner of the part of the Estate owned by him; and (iii) the Manager shall not, in the exercise of such right, interfere with or otherwise affect the signs or advertisements erected or affixed on the external walls of the Government Accommodation.

(an) Subject to Clause 11(r) hereof, to manage, maintain, regulate, direct and control the access of vehicles, the loading and unloading of goods and service vehicles and the vehicular traffic to, out of or within the Common Areas and Facilities, and the Manager shall have the right to erect, install and maintain signs, traffic signs, road markings, shroff office/kiosk, guard rooms/kiosks, control barriers and related electronic and mechanical devices at, within or on any part of the Common Areas and Facilities and to make and enforce rules and regulations in accordance with the relevant legislation from time to time in force, to impose such parking fees and other charges and expenses (not relating to parking in the Parking Areas of the HA Accommodation) as the Manager may fix from time to time, and to do all such acts and things as may be necessary to remove any vehicles parked in any area (other than the Parking Areas of the HA Accommodation) not reserved for parking and to levy and collect from such owners such impounding, removal and storage fees as the Manager may fix from time to time PROVIDED THAT any such fees or charges received by virtue of the exercise of the aforesaid rights shall form part of the management funds in respect of the relevant part(s) of the Estate.

(ao) Subject to the approval of the Owners' Committee and subject to Clause 92 hereof, to license or otherwise permit or grant the right to HKCGC and/or any other supplier of gas (hereinafter collectively called "the Gas Company") to supply gas to the said land and the Estate or Units and to lay, construct and maintain gas pipes and ancillary installations in, under or through the said land and the Estate for the supply of gas to the said land and the Estate or the Units and to negotiate, enter into, renew or terminate any contract, lease, licence agreement or other instrument with the Gas Company or other competent authority or any other person in connection therewith.

(ap) To collect and receive all sums and contributions payable by or on behalf of the owners of the adjacent land and development (as the case may be) under the deed of grant of easement (if any) or otherwise.

(aq) To manage and maintain, in good repair and condition, the Items.

(ar) Without prejudice to Clause 20(y) hereof, but subject to the consent of the Owners pursuant to a resolution passed in accordance with Clause 72 hereof, to appoint qualified persons to be the auditor of the accounts and records concerning the management of the Estate and to negotiate and to enter into any arrangement, contract or agreement with such persons regarding the provision of their professional services on behalf of the Owners pursuant to the provisions of this Deed PROVIDED THAT the consent of the Owners shall not be unreasonably withheld if the persons to be appointed comply with the provisions of Clause 52 hereof with regard to the auditor, and the Owners shall, if they refuse to give consent to the appointment of the persons, give reasons for the decision and provide the Manager with sufficient guidance and recommendation to enable the Manager to appoint suitable persons to be the auditor AND PROVIDED FURTHER THAT the consent of the Owners shall not be required if the appointment complies with Clause 52 as aforesaid and :-

(1) the Owners fail to respond to the appointment proposed by the Manager within the period of 1 month from the date on which the Manager seeks the consent of the Owners regarding the appointment of the auditor; or

(2) the Owners have previously withheld their consent to a previous appointment and the guidance and recommendation of the Owners have been reasonably taken care of by the Manager in the new appointment.

PROVIDED THAT nothing herein shall prejudice the power of the Owners at an Owners' general meeting convened under this Deed (prior to the formation of the Owners' Corporation) to require the annual accounts to be audited by an independent auditor of their choice.

(as) Subject to Clause 64 hereof and the approval of the Owners pursuant to a resolution passed in accordance with Clause 72 hereof or the Owners' Corporation (if formed), to designate the said shared residential areas and facilities referred to in Clause 2 of Part A of the SECOND SCHEDULE HERETO subject to the terms mentioned in Clause 2 of Part A in the SECOND SCHEDULE HERETO and to demand, collect and receive the sums and contributions payable by the relevant Owners of the other part(s) of the Estate in respect of the said shared residential areas and facilities referred to in Clause 2 of Part A of the SECOND SCHEDULE HERETO and to from time to time agree and enter into agreements with the Owner(s) of the HA Accommodation on the designation, shared use and terms and conditions of the shared use of the said shared HA areas and facilities referred to in Clause 3 of Part A of the SECOND SCHEDULE HERETO including the payment by the relevant Owners of the sums and contributions payable by the relevant Owners of the other part(s) of the Estate in respect of the said shared HA areas and facilities and to demand, collect, receive and pay such sums and contributions payable by such relevant Owners from time to time.

(at) To maintain the Greenery Area in accordance with Clause 3.14(h)(ii) of the said lease, and to maintain and keep the open space provided in accordance with Clause 3.17 and the area or areas landscaped in accordance with Clause 3.18 of the said lease in a safe, clean, neat, tidy and healthy condition to the satisfaction of the Director of Lands.

(au) To manage the said land and the messuage(s) or tenement(s) and all other erections and buildings erected on the said land and the roads, paths, grounds, open spaces, footbridges (if any) and the Parking, Loading and Unloading Spaces and the space for loading and unloading of refuse collection vehicles (if any) as mentioned in Clause 4.1 of the said lease.

(av) To maintain the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works referred to in Clause 4.5(a) of the said lease in good and substantial repair and condition, to the satisfaction of the Director of Lands.

(aw) To remove earth, spoil, debris, construction waste or building materials and make good any damage done to the Government properties referred to in Clause 4.8(a) of the said lease.

(ax) To carry out the Works referred to in Clause 4.9 of the said lease in accordance with the provisions contained therein.

(ay) To repair, make good and reinstate any damage, disturbance or obstruction caused to the said land or any part thereof or any of the Services referred to in Clause 4.9 of the said lease in any manner arising out of the Works, to the satisfaction of the Director of Lands.

(az) To construct and maintain the drains and channels referred to in Clause 4.10(a) of the said lease, to the satisfaction of the Director of Lands.

(ba) To uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause 5.3(a) of the said lease, to the satisfaction of the Director of Lands.

(bb) To enter into any contract for the procurement of any supplies, goods or services but SUBJECT ALWAYS to the provisions in Schedule 7 to the Building Management Ordinance (Cap.344).

(bc) To maintain in good condition the Common Areas and Facilities.

(bd) To maintain the transformer rooms, cable accommodations and associated facilities of the Estate and to carry out reinstatement work to the same, if rendered necessary, by the installation, repair or replacement of the equipment of CLP Power Hong Kong Limited.

(be) To access and/or enter into and upon and remain upon any part or parts of the Estate Common Area and Facilities and the Residential Blocks Common Area and Facilities, for the purpose of carrying out any alteration, addition, construction, building, operation, inspection, maintenance, repair and renewal, modification, renewal and/or demolition works.

(bf) Subject to the terms and conditions of the said lease, to grant licence(s) in respect of the Parking, Loading and Unloading Spaces, for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the Estate and their tenants, licensees, bona fide guests and visitors at such time and for such period as the Commissioner for Transport may from time to time, at his sole discretion, approve AND all fees, charges and payments received by the Manager from granting such licence(s) shall be credited into the management funds of the Residential Blocks Common Areas and

Facilities (for the Parking, Loading and Unloading Spaces forming part of the Residential Blocks Common Areas).

(bg) Subject to the terms and conditions of the said lease, to permit the Government, the Director and the Water Authority, its or their duly authorized officers, contractors, licensees and workmen, whether employed by the Water Authority or Government or the Director or by their duly authorized contractors or licensees, whether with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress and at all times to, from and through the said land or any part thereof for the purposes of inspecting, laying, installing, operating, maintaining, repairing and renewing any or all of the Government water mains, valves, valve pits or chambers and the like relating to the Government water mains and all other services ("the Waterworks Installation") running across, through or under the Waterworks Reserve Area.

(bh) Subject to the terms and conditions of the said lease, to permit the Director of Lands, CLP Power Hong Kong Limited and their duly authorized officers, contractors, agents, workmen and any other persons authorized by any or all of them, with or without tools, equipment, plant, machinery or motor vehicles, free of cost and charges and without any interruption, the right of free and unrestricted ingress, egress and regress to, from and through the said land or any part thereof and any building or buildings or structure or structures erected or to be erected thereon at all times throughout the said term of years of the said lease for the purpose of carrying out survey, inspection, repair, maintenance, diversion, improvement, replacement, renewal or development works of the Cables and the Cable Installations and carrying out survey, inspection, reinstatement, making good and rectification works under Clause 3.29(c) and (i) of the said lease or any other works which the Director of Lands may, in his absolute discretion consider necessary in the Cable Reserve Area. To also require the Owners to comply with all ordinances, bye-laws and regulations for the time being in force and relating to the Cables and Cable Installations and any amendments or replacing legislations thereto under Clause 3.29(f) of the said lease.

(bi) To require the Owners of Residential Units with Acoustic Windows and/or Fixed Windows to maintain, replace and/or repair the Acoustic Windows and/or Fixed Windows of their Residential Units and to appoint contractors for carrying out the maintenance, replacement and repair by using those materials as approved by the Manager.

(bj) To do all such other things as are reasonably incidental to the proper management of the Estate.

AND for the avoidance of doubt, the Manager is not required to manage such part of the Estate in respect of which a Completion Certificate has not been issued.

AND PROVIDED THAT the powers, functions and obligations under this Clause 20 shall be subject to the rights, easements and privileges of F.S.I. (as the Owner of the Government Accommodation) and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to F.S.I. herein and in the said lease and PROVIDED FURTHER THAT the Manager shall neither represent F.S.I. or G.P.A. or its nominee in any dealings with the Government, nor represent the Authority in any dealings with the Government which affect or concern the Government Accommodation, and G.P.A. or its nominee shall have the absolute right to determine, in its sole discretion, whether any such dealings affect or concern the Government Accommodation.

21. Improving and upgrading Common Areas and Facilities

The Manager shall, subject to Clause 20(g) and subject to the provisions of this Deed, have the power to do all acts or things for the purposes of improving or upgrading the Common Areas and Facilities.

22. Power to enter into Units

The Manager may, with or without surveyors, workmen and others, at all reasonable times and on reasonable notice (except in case of emergency) enter into and upon any part of the Estate (including any Unit therein) for the purpose of carrying out necessary repairs of any part of the Estate (including any other Unit therein) 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 in exercising such right as aforesaid, the Manager shall be liable for any negligent or wilful or criminal acts of its own and the employees, workmen, servants, agents or contractors employed by it and shall cause as little disturbance as possible when carrying out such works and forthwith make good and repair, at its own costs and expenses, any loss or damage caused thereby PROVIDED FURTHER THAT in case of the Manager exercising its right of entry into the Government Accommodation pursuant to this Clause, such entry shall be for maintenance and repair purposes only and the Manager requires the prior approval of F.S.I. or G.P.A. or its nominee to enter upon the Government Accommodation (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation by such entry.

23. Power of Attorney to Manager

The Owners (save and except F.S.I. as the Owner of the Government Accommodation) hereby jointly severally and irrevocably APPOINT the Manager as their attorney and grant unto the Manager the full right, power and authority to do all acts, deeds, matters and things and to execute and sign seal and, as their act, deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the Manager's rights mentioned in Clauses 20(ai) and (aj) hereof, and the Owners (save and except F.S.I. as the Owner of the Government Accommodation) hereby further jointly and severally undertake to do all acts, deeds, matters and things and to execute, sign, seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant PROVIDED THAT the Manager shall not represent F.S.I. or G.P.A. or its nominee in any dealings with the Government.

24. Assignment to include covenant

An Owner (save and except F.S.I. as the Owner of the Government Accommodation) shall not be entitled to assign the Unit which he owns, unless the assignment includes a covenant in substantially the following terms : "The Purchaser hereby further covenants with the Hong Kong Housing Authority and its successors and assigns that the Purchaser acknowledges the rights conferred on the Hong Kong Housing Authority and its successors and assigns as Manager under Clauses 20(ai) and (aj) of the Deed of Mutual Covenant to the intent that such covenants shall bind the Property and the Covenanting Purchaser and shall enure for the benefit of the Estate as referred to in the Schedule hereto and be enforceable by the Hong Kong Housing Authority and its successors and assigns that :-

(a) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Manager (as defined in the Deed of Mutual Covenant) under Clauses 20(ai) and (aj) of the Deed of Mutual Covenant and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Manager;

(b) the Covenanting Purchaser shall, if required by the Manager, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Manager, to facilitate the exercise of the said rights by the Manager;

(c) the Covenanting Purchaser hereby expressly and irrevocably appoints the Manager to be its attorney and grants unto the Manager the full right, power and authority to give all consents and to do all acts, deeds, matters and things and to execute and sign, seal and, as the acts and deeds of the Covenanting Purchaser, deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Manager as aforesaid with full power of delegation, and the Covenanting Purchaser hereby further covenants to do all acts, deeds, matters and things and to execute, sign, seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

(d) the Covenanting Purchaser shall not sell or otherwise dispose of the Property, unless the sale or disposal of the Property is made subject to and upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (a), (b) and (c) hereinbefore contained and this covenant (d)

PROVIDED THAT upon the Covenanting Purchaser complying with and performing the covenant (d) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (a), (b) and (c) 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 (a), (b), (c) and (d) hereinbefore contained.".

25. Application of insurance money, etc.

Subject to Clause 73 of this Deed, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the said land and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the said land and the Estate.

26. Manager's acts and decisions binding on Owners

The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on business relating to the management of the Estate PROVIDED THAT prior to the formation of the Owners' Corporation, the Manager shall consult the Owners at an Owners' general meeting convened under this Deed. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed shall be binding in all respects on all the Owners.

27. Manager's remuneration

The annual remuneration of the Manager for the performance of its duties hereunder shall be a sum not exceeding 10% of the total annual expenditure (excluding the Manager's annual remuneration, any capital expenditure or expenditure drawn out of the Special Fund PROVIDED THAT the Owners may, by a resolution of the Owners at an Owners' meeting held pursuant to Clause 72 hereof, decide to include at their/its own discretion, any such expenditure in calculating the Manager's remuneration at the rate aforesaid as may be reviewed or adjusted as hereinafter provided or at such lower rate as the Owners in a meeting held pursuant to Clause 72 hereof may consider appropriate) necessarily, reasonably and properly incurred in the good and efficient management of the said land and the Estate. The Manager shall

also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Manager's remuneration aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salaries and fees for any staff, facilities, accounting services and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall be a direct charge on the Management Expenses. Payment of the Manager's remuneration hereunder shall be made in advance on the first day of each calendar month by twelve equal calendar monthly instalments, each such payment to be in the sum of one-twelfth of the annual remuneration of the Manager (being a sum not exceeding 10% of the budgeted annual expenditure for the management of the said land and the Estate payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 53, 54 and 58 hereof, excluding the Manager's remuneration, any capital expenditure or expenditure drawn out of the Special Fund, but subject to adjustment after the actual annual expenditure for the year in question shall have been ascertained). The percentage of the total annual expenditure against which the Manager's remuneration is calculated may be reviewed and adjusted by a majority resolution passed at a meeting of the Owners held pursuant to Clause 72 hereof.

28. Manager not liable to Owners

The Owners shall fully and effectually indemnify the Manager against all actions proceedings claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Estate or anything mentioned below (save that the protection afforded shall exclude any act or omission involving criminal liability or dishonesty or negligence by or on the part of the Manager, its employees, servants, agents or contractors) and the Owners shall not be required to indemnify the Manager or its employees, servants, agents or contractors from and against any action, claim etc. arising out of any such act or omission. Without in any way limiting the generality of the foregoing, the Manager, its employees, servants, agents or contractors shall not be held liable for:

(a) any damage, loss or injury caused by or in any way arising out of :-

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

(2) any failure, malfunction or suspension of the supply of water, electricity, gas or other utility or services to the said land and the Estate, or

(3) fire or flooding or the overflow or leakage of water from anywhere, whether within or outside the said land and the Estate, or

(4) the activity of termites, cockroaches, rats, mice or other pests or vermin, or

(5) theft, burglary or robbery within the said land and the Estate;

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

(b) any interruption in any of the services to the said land and the Estate by reason of necessary maintenance and repair and the management, contribution or any other charges payable under this Deed or Sub-Deed (if any) or any part thereof shall not be abated or cease to be payable on account thereof.

29. Owners to be responsible for act or negligence of occupiers

Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act, omission, neglect, default or negligence of such Owner or any occupier of any Unit of which he has the exclusive use, or any person using such Unit with his consent, express or implied, or by or through or in any way owing to the overflow of water therefrom, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the said land and/or the Estate or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, omission, neglect, default or negligence of all such persons. In such case of loss or damage which the Manager is empowered by this Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and, in the case of loss or damage suffered by other Owners or occupiers for which the Manager has elected not to repair or make good, such costs charges and expenses, together with all other damages recoverable by law, shall be recovered by the person or persons sustaining the loss or damage.

SECTION V – APPOINTMENT OF THE MANAGER AND TERMINATION OF APPOINTMENT

30. Delegation of management by Manager

The Manager shall be entitled, at any time and upon such conditions as it thinks fit, to appoint and employ any suitably qualified person, company or corporation to carry out certain aspects of the management, maintenance and operation of the Estate or any part thereof PROVIDED ALWAYS THAT the Manager shall not transfer or assign its rights and obligations hereunder to any such person, company or corporation, who shall remain answerable to the Manager, and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility. The Manager shall at all times be responsible for the management and control of the said land and the Estate (including any part thereof) in accordance with the provisions of this Deed.

31. Management undertaking by the Authority

Subject to the provisions of the Building Management Ordinance (Cap. 344), the DMC Manager shall undertake the management of the said land and the Estate for an initial term expiring 24 calendar months from the date of this Deed or until an Owners' Corporation is formed, whichever is the earlier, and shall continue to be the Manager for such further period until the termination of the DMC Manager's appointment in accordance with the provisions of this Deed. The Manager's rights and obligations to manage may be terminated upon :-

(a) the Manager giving not less than 3 months' notice in writing to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, to each of the Owners, and displaying such notice in a prominent place in the Estate; the notice referred to in this sub-clause (a) may be given (1) by delivering it personally to the Owner or (2) by sending it by post to the Owner at his last known address or (3) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit; or

(b) prior to the formation of an Owners' Corporation, the passing of a resolution by a majority of votes of Owners voting either personally or by proxy 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) at a general meeting convened for the purpose to terminate the Manager's appointment without compensation and by the Owners' Committee giving to the Manager not less than 3 months' notice of termination in writing;

PROVIDED ALWAYS THAT no notice of termination given under sub-clause (a) above shall take effect on a date earlier than the date of expiration of the initial term or, in the case that the Owners' Corporation is formed prior to the expiration of the initial term, earlier than the formation of the Owners' Corporation, and any termination of appointment of the Authority as the DMC Manager shall not affect the rights and obligations of the Authority herein as Owner of Units and other parts of the Estate.

32. Termination of Manager's appointment

(a) Where an Owners' Corporation has been formed, the Owners' Corporation may, upon the passing of a resolution by a majority of 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 who are entitled to vote either personally or by proxy at a general meeting convened for the purpose, terminate the DMC Manager's appointment without compensation, by the Owners' Corporation giving to the DMC Manager not less than 3 months' notice of termination in writing. In this respect, such resolution shall have effect only if such notice of termination is in writing; provision is made in the resolution for a

notice period of not less than 3 months or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period; such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and such notice and the copy of the resolution is given to the DMC Manager within 14 days after the date of the meeting. For this purpose, such notice and the copy of the resolution required to be given may be given by delivering them personally to the DMC Manager, or by sending them by post to the DMC Manager at its last known address. For the purpose of this sub-clause (a), only the Owners of Undivided Shares who pay or who are liable to pay Management Expenses relating to those Undivided Shares shall be entitled to vote.

(b) If a notice to terminate a Manager's appointment is given under Clause 32(a) above :-

(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 Clause 32(b)(1) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

(c) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, the provisions in Clause 32(a) above apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.

(d) Clause 32(c) above operates without prejudice to any other power there may be in a contract for the appointment of a Manager, other than the DMC Manager, to terminate the appointment of the Manager.

(e) 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 Estate, and the Owners' Corporation has appointed a Manager under sub-clause (b)(2) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission of the Manager appointed under that sub-clause (b)(2) that may otherwise render that person liable for a breach of that undertaking or agreement.

(f) This Clause is subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance (Cap.344) but does not apply to any single manager referred to in that Section.

33. Obligations of outgoing Manager

(a) Subject to Clause 33(b), if the Manager's appointment ends for any reason, the Manager shall deliver to the Owners' Committee (if any) or the Manager appointed in its place as soon as practicable after its appointment ends and, in any event, within 14 days of the date its appointment ends, any movable property in respect of control, management and administration of the said land and the Estate that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners;

(b) If the Manager's appointment ends for any reason, the Manager shall within 2 calendar months of the date on which the Manager's appointment ends :-

(1) prepare :-

(i) an income and expenditure account of the Estate for the period beginning with the commencement of the financial year in which the Manager's appointment ends and up to the date of its ceasing to be the Manager; and

(ii) a balance sheet as at the date the Manager's appointment ends;

and shall arrange for such income and expenditure 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

(2) 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 Clause 33(b)(1) and have not been delivered under Clause 33(a).

(c) When a Manager ceases to be the Manager, he shall assign, free of costs or consideration, to the Manager appointed in its place or the Owners' Corporation at any time if so required by it, the Common Areas and Facilities together with the Undivided Shares allocated thereto to be held on trust for the benefit of all the Owners.

34. Appointment of substitute Manager

Upon termination of the Manager's appointment in whatever manner or for whatever reason, a meeting of the Owners or the Owners' Committee (after the same shall have been established) shall immediately be convened to elect a Manager to take its place and such meeting shall elect a Manager who shall, on the expiry of the term of the outgoing Manager immediately thereupon and thenceforth, become vested with all the powers and duties of the Manager hereunder and the Owners' Committee (if established) may on behalf of the Owners enter into a Management Agreement with such new Manager defining its rights duties and obligations. It is hereby declared and agreed that at no time shall the said land and the Estate be without a responsible and duly appointed Manager to manage the same.

SECTION VI – MANAGEMENT EXPENSES AND ENFORCEMENT PROVISIONS

35. Management fee deposit, Special Fund and debris removal fee

(a) Subject to Clauses 35(d) and 48 hereof, the Owner of each Unit (save and except F.S.I. as the Owner of the Government Accommodation) shall pay to and at all times keep deposited with the Manager, free of interest, management fee deposit being a sum not exceeding 3 times the monthly sum payable by the Owner under Clause 38 hereof as may be determined from time to time by the Manager in respect of each Unit. After the execution of the assignment by the Owner of the Unit, such sum shall become payable by such Owner upon the date on which vacant possession of the Unit is given to such Owner or the date following the expiration of the 14 working days period from the date of execution of the assignment, whichever is the earlier. The sum so collected shall be held as a security against the Owner's liabilities as Owner of the Unit and against his obligation to pay the monthly maintenance and management fees, as well as his due proportion of public utility deposits for the Estate, and shall not be set off against contributions to be made by him under this Deed.

(b) Subject to Clauses 35(d) and 48 hereof, the Owner of each Unit (save and except F.S.I. as the Owner of the Government Accommodation) shall pay a sum not exceeding 2 times the monthly sum payable by the Owner under Clause 38 hereof as contribution(s) to the Special Fund, and such sum shall become payable on the date specified in Clause 35(a) above.

(c) The Owner of each Residential Unit in the Residential Blocks (including the Authority) shall pay to the Manager such sum as the Manager may reasonably decide as debris removal fee PROVIDED THAT such sum shall not exceed 1 month's management fee payable in respect of his Residential Unit. Subject to Clause 35(d) hereof, such sum shall become payable on the date specified in Clause 35(a) above and shall be neither transferable nor refundable. All remaining sums of the debris removal fee not used up shall be paid into the Special Fund.

(d) (1) The Authority shall make the initial contributions towards the management fee deposit specified in Clause 35(a) above and the Special Fund specified in Clause 35(b) above, in respect of any Units(s) which shall remain in its ownership, not later than 3 months after (i) the execution of this Deed or (ii) the date when it is in a position validly to assign Undivided Shares appertaining to those Unit(s), whichever is the later. The Authority shall also pay the debris removal fee specified in Clause 35(c) above in respect of any Residential Units of the Residential Blocks which shall remain in its ownership not later than 3 months after (i) the execution of this Deed or (ii) the date when it is in a position validly to assign Undivided Shares appertaining to those Residential Units, whichever is the later. For the avoidance of doubt, no debris removal fee shall be payable by the Owner of the Government Accommodation. The Authority, so long as it remains the sole owner of the Parking Areas, the Educational Areas or the Commercial Areas and before execution of any Sub-Deed in respect of the Parking Areas, the Educational Areas or the Commercial Areas, shall be responsible for the removal of debris generated by the Parking Areas, the Educational Areas or the Commercial Areas (as the case may be).

(2) Each Owner (save and except F.S.I. as the Owner of the Government Accommodation) covenants with the other Owners to make further periodic contributions to the Special Fund. The amount to be contributed in each financial

year and the time when those contributions will be payable will be determined by a resolution of the Owners held at an Owners' meeting pursuant to Clause 72 hereof. If the Owners' Corporation shall have been formed, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.

(3) Notwithstanding the other provisions of this Clause 35, the Authority shall not be required to pay the initial contribution towards the management fee deposit, the initial contribution towards the Special Fund and debris removal fee in respect of the Undivided Shares and Management Shares allocated to those Units in any building in the Estate in respect of which a Completion Certificate has not been issued. Such sums shall only be payable by the Authority as provided under Clause 35(d)(1) above.

36. Person ceasing to be Owner ceases to have interest in management fund

Any person ceasing to be the Owner of any Undivided Share in the said land and the Estate shall, in respect of the Undivided Share of which he ceases to be the Owner, thereupon cease to have any interest in the funds held by the Manager, to the intent that all such funds shall be held and applied for the management of the Estate as herein provided, irrespective of changes in ownership of the Undivided Shares therein PROVIDED THAT any deposit paid by any such Owner under Clause 35(a) herein after the deduction therefrom of any amount attributable to his liabilities or obligations shall, after payment by the new Owner of its deposit payable under Clause 35(a) herein, be refunded to such Owner without interest or may, at the request in writing of such Owner, be transferred into the name of the new Owner of such Undivided Share as his or part of his deposit or security under Clause 35(a) hereof and PROVIDED FURTHER THAT upon the said land being resumed or re-entered by the Government, any balance of the said funds shall be divided amongst the Owners immediately prior to such resumption or re-entry according to their share of Management Shares.

37. Management of Special Fund

(a) The Special Fund will be held by the Manager as trustee for all Owners, to provide for expenditure of a capital nature or of a kind not expected to be incurred annually which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services.

(b) 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.

(c) All monies received for the Special Fund must be deposited by the Manager with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) in interest-bearing accounts designated for the purposes of the Special Fund, one for Estate Common Areas and Facilities portion and the other for Residential Blocks Common Areas and Facilities portion.

(d) Without prejudice to sub-clause (c) above, if the Owners' Corporation is formed, 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 and on behalf of the Owners' Corporation in respect of the Special Fund.

(e) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (c) or sub-clause (d) in a prominent place in the Estate.

(f) The Manager shall, without delay, pay all money received by it in respect of the Special Fund into the accounts opened and maintained in sub-clause (c) above or, if the Owners' Corporation is formed, the account or accounts opened and maintained under sub-clause (d) above.

(g) 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 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 Estate.

38. Payment of management fees

(a) Subject to sub-clause (c) and sub-clause (d) of this Clause 38, each of the Owners shall pay a monthly sum as determined by the Manager as being the due proportion of the costs, charges and expenses necessarily and reasonably incurred in the management of the Estate, in proportion to the number of Management Shares allocated to such part of the Estate of which he has the exclusive right to hold, use, occupy and enjoy. The amount of such monthly sum shall be determined by the Manager based on the annual budget made in accordance with the provisions of this Deed and shall be notified to the Owner to whom a Unit is conveyed by deed of assignment by the Authority on or before possession of the Unit is given. After the execution of the assignment by the Owner (save and except F.S.I. as the Owner of the Government Accommodation) but before he is given possession of his Unit, the Owner (save and except F.S.I. as the Owner of the Government Accommodation) shall first pay to the Manager the said monthly sum as payment in advance together with a proportion of the said monthly sum, in the event that possession is given on any day other than the first day of the month, from and exclusive of the date on which possession of the Unit is given to him or from and inclusive of the date following the expiration of 14 working days after the date of execution of the assignment by such Owner in respect of his Unit, whichever is the earlier, to the last day of the then current month and, thereafter, in advance on the first day of each succeeding calendar month. The Authority shall pay all costs and expenses including, but not limited to, Government rent up to and inclusive of the date of assignment of the Unit to the Owner, or the date on which possession of the Unit is given to the Owner if that is later than the date of assignment, PROVIDED THAT the Authority shall not be required to pay all costs and expenses including, but not limited to, Government rent more than 14 working days after the date of assignment and, thereafter, the costs and expenses shall be payable by the Owners.

(b) Subject to sub-clause (c) of this Clause 38, the Authority shall make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold. After the disposal of such Units by the Authority, the said monthly sums shall be payable by the Owners in respect thereof.

(c) Notwithstanding the provisions of sub-clauses (a) and (b) of this Clause 38, the Authority shall not be required to pay the monthly sum, the costs and expenses and all the payments and contributions referred to under these sub-clauses in respect of the Undivided Shares and Management Shares allocated to those Units (referred to as "the relevant Units" in this sub-clause (c)) in any building in the Estate in respect of which a Completion Certificate has not been issued, except to the extent that the relevant Units benefit from the provisions in this Deed as to management and maintenance (e.g. as to the costs of managing and

maintaining slopes (if any) or as to security etc. provided by the management of the completed parts) of the Estate. Except as aforesaid, such monthly sum, costs and expenses and payments and contributions shall only be payable by the Authority as from the date when the Completion Certificate covering the relevant Units has been issued.

(d) Notwithstanding the provisions of sub-clause (a) of this Clause 38, as from and including the date of assignment of the Government Accommodation to F.S.I. or the date of taking over of vacant possession by the Government of the Government Accommodation or the relevant part or parts thereof, whichever is the earlier, F.S.I. shall pay the monthly sum in respect thereof PROVIDED THAT the sum shall be as determined by the G.P.A. or such other person nominated by the Director of Lands for this purpose in respect of the facilities and services and the Items which directly serve or benefit the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate PROVIDED FURTHER THAT F.S.I. shall incur no liability for payment of any monthly sum unless and until the amount of the same shall have first been approved in writing by G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose. For the avoidance of doubt, nothing herein shall prejudice Clause 48(b) hereof.

(e) Any increase or decrease in the amount payable by the Owners under this Clause 38 shall be adjusted accordingly when the actual Management Expenses are ascertained, but not until the Manager has given not less than 30 days' notice in writing in that behalf to each Owner.

(f) For the avoidance of doubt, the Owners of such part of the Estate in respect of which a Completion Certificate has been issued shall not be required to make any contribution for any costs, charges and expenses relating to the management of the Estate in respect of such part of the Estate in which a Completion Certificate has not been issued.

39. Payment in advance of management fee

Each Owner (save and except F.S.I. as the Owner of the Government Accommodation) shall, before taking possession of the Unit which he owns, pay to the Manager a sum equivalent to the monthly sum payable by the Owner under Clause 38 hereof as payment in advance of the management fee for the first month. The Authority shall pay the management fee in advance in respect of any Unit which remains in its exclusive possession or occupation.

40. Manager's remedy

(a) If any Owner shall fail to pay any amount payable hereunder within 30 days from the date on which the same is demanded, the Manager may, without prejudice to any other remedy exercisable hereunder or otherwise, take legal proceedings against such Owner by civil action to recover the amount or amounts due.

(b) If any Owner (save and except F.S.I. as the Owner of the Government Accommodation) shall fail to pay any amount payable hereunder within 30 days from the date on which the same is demanded, the Manager may, without prejudice to any other remedy exercisable hereunder or otherwise, discontinue provision of management services or facilities to the part of the Estate belonging to such Owner PROVIDED THAT nothing in this Clause shall empower the Manager to interrupt the supply of electricity, water, gas, telecommunications or other utilities to such part of the Estate belonging to such Owner or prevent such Owner's access to his Unit.

41. Interest and collection charge on late payment

In addition to the rights of the Manager under Clause 40 above, if any Owner (save and except F.S.I.) shall fail to pay any amount payable hereunder within 30 days from the date on which the same is demanded, he shall further pay to the Manager :-

(a) interest calculated at the rate of not exceeding 2% per annum over and above the prime rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited in respect of the amount unpaid, such interest being payable from the due date until payment; and

(b) a collection charge of such sum as the Manager may consider reasonable but 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 of the Owner.

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

42. Civil action taken by Manager

All amounts which may be or become payable by any Owner (save and except F.S.I. as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and Sub-Deed (if any) together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any provisions of this Deed and Sub-Deed (if any) and legal costs and all other expenses incurred in or in connection with the recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager. The claim in any such action may include a claim for the legal expenses (on a solicitor-and-own-client costs basis) of the Manager and the defaulting Owner (save and except F.S.I. as the Owner of the Government Accommodation) shall, in addition to the amount claimed in such action, be liable for such costs. In any such action, the Manager shall conclusively be deemed to be acting as the agent for and on behalf of all the Owners other than the defaulting Owner and no Owner sued under the provisions of this Deed and Sub-Deed (if any) 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.

43. Registration of charge against Undivided Shares of defaulting Owner

(a) In the event of an Owner (save and except F.S.I. as the Owner of the Government Accommodation) failing to pay any amount due and payable by him in accordance with the provisions of this Deed within 30 days from the date on which the same is demanded, the Manager may serve upon that Owner a notice specifying the amount due which shall include any interest payable thereon up to the date of the notice and any 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 42 above.

(b) Upon the service of a notice under sub-clause (a) above of this Clause, the Owner upon whom such notice has been served shall be deemed to have entered into an agreement for a charge in favour of the Manager for the amount specified in the notice together with interest thereon at the rate stated and upon the terms and conditions therein set forth.

(c) The Manager may register in the Land Registry a copy of the said notice against the Undivided Share and interest in the said land and the Estate of the Owner upon whom the notice has been served and the said agreement to enter into a charge shall remain valid and

enforceable as hereinafter mentioned, notwithstanding that judgment may be obtained for the amount thereof, unless such judgment has been fully satisfied.

(d) In the event of the defaulting Owner having paid in full the amount specified to be due and payable in the said notice registered in the Land Registry against his said Undivided Share and interest in the said land and the Estate, the Manager shall cause a notice of satisfaction of such amount to be registered against such Undivided Share and interest as aforesaid in the Land Registry at the cost and expense of such Owner.

44. Order for sale

Any notice registered in accordance with Clause 43(c) hereof shall be enforceable as an equitable charge by action at the suit of the Manager for an order for the sale of the Undivided Share and interest of the defaulting Owner of and in the said land and the Estate together with the right to the exclusive occupation of the part of the Estate held and enjoyed therewith and the provisions of Clause 42 hereof shall apply equally to any such action.

45. Proceedings to enforce this Deed and House Rules

(a) The Manager shall further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner of any one or more equal Undivided Shares of and in the said land and the Estate and any person occupying such part of the Estate through under or with the consent of any such Owner of the covenants, conditions and provisions of this Deed and Sub-Deed (if any) binding on such Owner and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clauses 42, 43 and 44 hereof shall apply to all such proceedings and to the recovery of any costs, damages or other moneys awarded therein.

(b) All damages recovered in any such proceedings shall, after defraying any expenses necessary to rectify the non-performance or non-observance as aforesaid, be held by the Manager as part of the funds for the management of the Estate and be applied accordingly.

46. Consent fee charged by the Manager

Where any consent is required from the Manager by an Owner, the Manager shall be entitled to charge a reasonable administrative fee for processing such consent, and any sum charged by the Manager in consideration for the granting of such consent shall be held by the Manager for the benefit of the Owners and paid into the Special Fund, and such consent shall not be unreasonably withheld PROVIDED THAT where consent is required from the Manager by the Owner of the Government Accommodation, such consent shall not be unreasonably withheld and shall be provided free of any fee or charge.

47. Actions by other Owners

Notwithstanding the powers conferred on the Manager by Clauses 38 to 46 hereof, any one or more Owners shall be entitled, at his or their own expense, to take action against any other Owner or Owners to enforce the provisions of this Deed.

48. Exemption of F.S.I.

(a) Notwithstanding anything to the contrary herein contained, F.S.I. as the Owner of the Government Accommodation shall not be liable for any payment of :-

(i) management fee deposits referred to in Clause 35(a) hereof;

(ii) contribution to the Special Fund referred to in Clause 35(b) hereof and capital equipment fund (if any) except for the reimbursement of capital expenditure, as shall first be determined and approved by G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose, in respect of the facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate;

(iii) insurance premium in respect of the Government Accommodation;

(iv) debris removal fees;

(v) interest, penalty, collection charges, etc. on late or default in payment of management fees and maintenance charges;

or payment of a like nature.

(b) For the avoidance of doubt, save and except as provided under Clause 3.22(a)(ii)(I) of the said lease, F.S.I. as the Owner of the Government Accommodation shall not be liable to contribute towards any management and maintenance charges in respect of the remainder of the said land and the Estate and, in particular, shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of the Common Areas and Facilities of the Estate and the Items. F.S.I. as the Owner of the Government Accommodation is also further exempted from any fitting out regulations (if any) and using any maintenance or service contractors nominated by the Authority (as first owner) or the Manager.

SECTION VII - MANAGEMENT RECORDS AND ACCOUNTS

49. Financial year

The first financial year for the purpose of management of the Estate shall commence from the date hereof and shall terminate on the thirty-first day of March of the following year and, thereafter, each financial year shall commence on the first day of April and shall terminate on the thirty-first day of March of the following year PROVIDED ALWAYS THAT the Manager shall have the right to change the financial year only once in every period of 5 years upon giving notice in writing to the Owners, except with the prior approval of the Owners' Committee (if any) by a resolution.

50. Keeping of records and opening and maintaining of bank accounts

(a) The Manager shall keep true and proper records in respect of the Special Fund and all monies received in the exercise of its powers and duties hereunder and of all expenditure thereof. 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.

(b) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of management of the Estate.

(c) Without prejudice to the generality of sub-clause (b) above, if the Owners' Corporation is formed, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it for or on behalf of the Owners' Corporation in respect of the management of the Estate.

(d) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (b) or (c) above in a prominent place in the Estate.

(e) Subject to sub-clauses (f) and (g) below, the Manager shall, without delay, pay all money received by it in respect of the management of the Estate into the account opened and maintained under sub-clause (b) above or, if the Owners' Corporation is formed, the account or accounts opened and maintained under sub-clause (c) above.

(f) Subject to sub-clause (g) below, the Manager may, out of money received by it in respect of the management of the Estate, 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).

(g) The retention of a reasonable amount of money under sub-clause (f) above or the payment of that amount into a current account in accordance with that sub-clause and 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).

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

51. Annual accounts

(a) The Manager shall prepare the annual accounts comprising an income and expenditure account and balance sheet in respect of the preceding financial year within 2 calendar

months from the close of each financial year which accounts shall be certified by the auditor as providing an accurate summary of all items of income and expenditure for the management of the Estate and the Special Fund during that preceding financial year. The Manager shall display a copy of the income and expenditure account and balance sheet in a prominent place in the Estate for general information of the Owners and cause it to remain so displayed for at least 7 consecutive days.

(b) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.

52. Auditing of accounts and records

(a) The Manager shall appoint a leading firm of certified public accountants (practising) registered under the Professional Accountants Ordinance (Cap.50), being a member of the Hong Kong Institute of Certified Public Accountants and having sufficient expertise and resources in Hong Kong to conduct its business operations efficiently, as may be approved by a resolution of the Owners in an Owners' general meeting, to audit the accounts and records concerning the management of the Estate and the Special Fund and to certify the annual accounts as hereinbefore provided. Prior to the formation of the Owners' Corporation, the Manager shall also, upon request of the Owners in an Owners' general meeting, appoint without delay a certified public accountant (practising) or some other independent auditors at the choice of the Owners and nominated by the Owners at the said meeting to audit any income and expenditure statement and balance sheet prepared by the Manager under Clause 51 hereof.

(b) If the Owners' Corporation has been formed and it 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 :-

(1) 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

(2) 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.

53. Preparation of annual budget

(a) Prior to the close of each financial year, the Manager shall prepare budgets for the next financial year which budgets shall include:-

(1) all sums which in the opinion of the Manager will be necessary to meet the Management Expenses for the then current financial year;

(2) an amount for contingencies and the remuneration of the Manager calculated in accordance with Clause 27 of this Deed for providing its services; and

(3) an estimate of the time when there will be a need to draw on the Special Fund and the amount of money that will then be needed.

(b) Such budgets (other than the first budget) shall be prepared in consultation with the Owners' Committee (if the same shall have been established pursuant to this Deed) or the Owners (if the Owners' Committee has not been established).

(c) In the event that the Manager is of the opinion that any of the budgeted sums for the then current financial year are insufficient to cover all expenditure which is not included in that budget it may prepare a revised budget or budgets.

54. Expenditure covered by annual budget

Every annual budget shall be in 2 parts :-

(a) The first part shall be divided into 3 sections :-

(1) The first section shall cover all expenditure which, in the opinion of the Manager (whose decision shall be conclusive save for manifest error), is to be expended for the general benefit of all Owners as essential or required for the proper management, cleansing, security and maintenance of the said land and the Estate but, without prejudice to the generality of the foregoing, shall include the following costs, charges and expenses :-

(i) the expenses for maintenance, operation, control, improvement, renewal, replacement, repair and cleansing of the Estate Common Areas and Facilities and the lighting thereof;

(ii) the expenses for cultivation, irrigation and maintenance of the lawns and planters and landscaped areas within the Estate Common Areas and Facilities (if any);

(iii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Estate Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Estate Common Areas and Facilities;

(iv) the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Blocks, the HA Accommodation or the Government Accommodation) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the said land serving the said land and/or the Estate (excluding those serving exclusively the Residential Blocks, the HA Accommodation or the Government Accommodation), or that are required to be maintained under the said lease;

(v) (if applicable) the costs and expenses in connection with the inspection, keeping and maintenance of the Slope Structures and the costs and expenses of all slope treatment works and other support or protection works for protection and support of the said land or any part thereof or any adjacent or adjoining land that are required to be protected and supported under the provisions of the said lease (if any) and in accordance with the Slope Maintenance Guidelines and Slope Maintenance Manual or other guidelines issued from time to time by the appropriate Government

departments regarding the maintenance of slopes, retaining walls and related structures;

(vi) the provision of security guard services for the Estate Common Areas and Facilities;

(vii) the costs and expenses of purchasing or hiring all necessary plant, equipment and machinery for the benefit of the Estate Common Areas and Facilities;

(viii) Government rent of the said land under the said lease (but only if no separate assessments or apportionment are made for the individual Units), and such other amounts as the Owners may be required to pay in connection with the discharge of their obligations under the said lease;

(ix) the expenses of refuse collection, storage and disposal in respect of the Estate Common Areas and Facilities;

(x) the remuneration of the Manager calculated in accordance with Clause 27 of this Deed for providing its services in respect of the Estate Common Areas and Facilities;

(xi) the allowance to the Chairman, Vice-chairman (if any), Secretary and Treasurer of the management committee (if the same has been established) under the provisions of the Building Management Ordinance (Cap.344);

(xii) the premiums for insurance of the buildings and facilities within the Estate Common Areas and Facilities (as and when taken out by the Manager) against loss or damage by fire and such other perils and the Manager against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;

(xiii) remuneration and related expenses for accountants (including auditors' fees), caretakers, security guards, watchmen, cleaners, lift operators and such other staff as may be required for the management of the Estate Common Areas and Facilities;

(xiv) the expenses in connection with the carrying out of all or any of the duties of the Manager as set out in this Deed;

(xv) a sum for contingencies and provisions for future deficits;

(xvi) legal and accounting and surveying fees properly and reasonably incurred by the Manager in carrying out the services provided by this Deed;

(xvii) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed PROVIDED HOWEVER THAT any tax payable on the Manager's remuneration shall be borne and paid by the Manager;

(xviii) the licence fees payable to the Government for laying of drains and channels which serve the said land and/or the Estate within or under the Government land adjacent to the said land and other charges to the Government or any person or company for the supply of water to the

fire-fighting equipment for the Estate;

(xix) the expenses for a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending all or any roads, lanes, pavements, channels, fences and party walls, cesspools, private or public sewers and drains requisite for or in or belonging to the Estate or any part thereof in common with other premises near or adjoining thereto;

(xx) the expenses for management, maintenance and repair of the Items;

(xxi) the legal costs and other incidental expense relating to the assignment(s) of the Undivided Shares in respect of the Common Areas and Facilities; and

(xxii) any other items of expenditure which are necessary for the administration, management and maintenance of the said land and the Estate and the facilities for the general benefit of all Owners including, but not limited to, all staff, office and clerical expenses incurred by the Manager in respect thereof or such proportionate part thereof and, for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the said land and the Estate and the facilities as well as any other land(s) and building(s) in such manner as shall be conclusively determined in the absolute discretion of the Manager, having regard to the relevant circumstances.

(2) The second section shall cover the proportion of contributions towards the costs and expenses incurred in respect of the said shared residential areas and facilities referred to in Clause 2 of Part A of the SECOND SCHEDULE HERETO to be made by such Owners of the other part(s) of the Estate as referred to and calculated in accordance with Clause 2 of Part A of the SECOND SCHEDULE HERETO.

(3) The third section shall cover the proportion of contributions towards the costs and expenses incurred in respect of the said shared HA areas and facilities (if any) referred to in Clause 3 of Part A of the SECOND SCHEDULE HERETO to be made by such Owners of the other part(s) of the Estate as shall be calculated and determined in accordance with Clause 3 of Part A of the SECOND SCHEDULE HERETO.

(b) The second part shall cover expenditure which, in the opinion of the Manager (whose decision shall be conclusive save for manifest error), is specifically referable to the Residential Blocks or otherwise to the Residential Blocks Common Areas and Facilities including, in such expenditure, the operation, cleansing, maintenance, repair, renewal, replacement and improvement of the Residential Blocks, the Residential Blocks Common Areas and Facilities and the equipment therein, the charges for the supply of flushing water, the operation, maintenance, repair, cleansing, lighting, and security of their entrance lobbies and lift halls and such proportionate part of the general expenditure for cost of staff and security forces and removal and disposal of rubbish as the Manager shall consider fair and reasonable and, without prejudice to the foregoing, shall include the following costs charges and expenses :-

(1) the expenses for maintenance, operation, control, improvement, renewal, replacement, repair and cleansing of the Residential Blocks Common Areas and Facilities and the lighting thereof;

(2) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Residential Blocks Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Residential Blocks Common Areas and Facilities;

(3) the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Residential Blocks and the drains, nullahs, sewers, pipes, water mains and channels and such other areas serving exclusively the Residential Blocks;

(4) the provision of security guard services solely for the Residential Blocks;

(5) the costs and expenses of purchasing or hiring all necessary plant, equipment and machinery for common use of the Residential Blocks solely;

(6) the expenses of refuse collection, storage and disposal in respect of the Residential Blocks and the Residential Blocks Common Areas and Facilities;

(7) the remuneration of the Manager calculated in accordance with Clause 27 of this Deed for providing its services in respect of the Residential Blocks Common Areas and Facilities;

(8) the premiums for insurance of the Residential Blocks and the buildings and facilities within the Residential Blocks Common Areas and Facilities (as and when taken out by the Manager) against damage by fire and such other perils and the Manager against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;

(9) the licence fees payable to the Government for laying of drains and channels, which serve exclusively the Residential Blocks, within or under the Government land adjacent to the said land and other charges to the Government or any person or company for the supply of water to the fire-fighting equipment for the Residential Blocks;

(10) the expenses for cultivation, irrigation and maintenance of the lawns and planters and landscaped areas within the Residential Blocks Common Areas and Facilities (if any); and

(11) any other items of expenditure which are necessary for the administration, management and maintenance of the Residential Blocks and the facilities for the benefit of all Owners of the Residential Blocks;

PROVIDED THAT

(i) in the event that the Authority exercises its right under the provisions of this Deed and/or Sub-Deed (if any) to designate any part or parts of the HA Accommodation as common areas and facilities, a new section of the annual management budget shall be established by the Manager to cover all expenditure which, in the opinion of the Manager (whose decision shall be conclusive save for manifest error), is specifically referable to all those areas and facilities of the HA Accommodation so designated by the Authority as common areas and facilities in accordance with this Deed and/or Sub-Deed (if any), and such expenditure shall be borne by the Owners of the HA Accommodation. Notwithstanding anything herein contained to the contrary, the Manager is not required to prepare any budget for the management and maintenance of the HA Accommodation prior to the execution of any Sub-Deed of the HA Accommodation;

(ii) subject to the provisions in sub-clauses (iii) and (iv) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless (a) the supplies, goods or services are procured by invitation to tender; and (b) the procurement complies with the Code of Practice referred to in section 20A(1) of the Building Management Ordinance (Cap.344);

(iii) subject to the provisions in sub-clause (iv) below, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in Gazette unless :-

(a) if the Owners' Corporation has been formed :-

(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 (Cap.344); and

(3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or

(b) if the Owners' Corporation has not been formed :-

(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 (Cap.344); and

(3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of Owners in meeting held pursuant to Clause 72 hereof, and the contract is entered into with the successful tenderer;

(iv) sub-clauses (ii) and (iii) do not apply to any supplies, goods or services which but for this sub-clause (iv) would be required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services") :-

(a) where the Owners' Corporation has been formed, 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 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

(b) where the Owners' Corporation has not been formed, 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 Owners in meeting held pursuant to Clause 72 hereof 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; and

(v) except with the prior approval by a resolution of Owners in meeting held pursuant to Clause 72 hereof, the Manager shall not carry out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual management budget;

(vi) subject to provisions in Schedule 7 to the Building Management Ordinance (Cap.344), the procurement of supplies, goods, or services by the Owners' Committee that involves an amount in excess of or likely to be in excess of HK$200,000.00 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the annual budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Building Management Ordinance (Cap.344) will apply to the Owners' Committee with any appropriate variations.

For the avoidance of doubt, the annual budget shall only cover those costs, charges and expenses relating to the management of the Estate in respect of such part of the Estate in which a Completion Certificate has been issued.

55. Calculation of contribution to annual budget

The Manager shall fix the amount to be contributed to the annual budget by each Owner (save and except F.S.I. as the Owner of the Government Accommodation) in respect of the Estate managed

by the Manager in accordance with the following principles PROVIDED THAT no Owner shall be called upon to pay more than his fair share of Management Expenses :-

(a) Each Owner shall pay, for every Management Share allocated to the Unit of which he is the Owner, a fraction of the total amount assessed under the first section of the first part of the annual adopted budget in which the numerator shall be 1 and the denominator is equal to the total number of Management Shares allocated to all the Units in the Estate;

(b) Each Owner, in addition to the amount payable under sub-clause (a) above of this Clause, shall, in respect of each Management Share allocated to the Unit which represents the Residential Blocks or part or parts thereof of which he is the Owner, pay a fraction of the total amount assessed under the second part of the annual adopted budget in which the numerator shall be 1 and the denominator is equal to the total number of Management Shares allocated to all the Residential Units comprised in the Residential Blocks;

(c) For the avoidance of doubt, the HA Accommodation is a single Unit in the Estate (so long as the same is wholly-owned by the Authority) and the Authority as Owner of the HA Accommodation shall pay the amount payable under sub-clause (a) above of this Clause in respect of the HA Accommodation;

(d) If any Sub-Deed is entered into in respect of the HA Accommodation and a new section of the annual management budget is established for the HA Accommodation in accordance with Proviso (i) of Clause 54 hereof, each Owner of the HA Accommodation shall, in addition, contribute his due proportion of the budgeted Management Expenses for that section in the manner provided in the Sub-Deed;

(e) The liability of each Owner (including the Authority) to make such payment or contribution shall (subject as aforesaid) in no way be reduced, whether the Unit to which he is entitled to exclusive possession is vacant or occupied and whether it has been let or leased to a tenant or is occupied by the Owner himself or by any other person;

(f) The Manager's determination of the amount of contribution payable by each Owner (including the Authority) as aforesaid shall be fair and reasonable and (in the absence of manifest error) be conclusive and binding on all Owners;

(g) Each Owner, in addition to the amount payable by him under the foregoing sub-clauses of this Clause, shall also, where applicable, pay such amount as provided in Clause 2 of Part A of the SECOND SCHEDULE HERETO and Clause 3 of Part A of the SECOND SCHEDULE HERETO;

PROVIDED THAT in calculating the amount payable by an Owner under sub-clauses (a), (b) and (c) above whilst any such part or parts of the Residential Blocks or the HA Accommodation is/are let or licensed without charge to the Manager for use in connection with management where the same are necessary for the proper performance by the Manager of its obligations under this Deed, then the Manager shall have the discretion to exclude, in whole or in part, the Management Shares allocated to such part or parts of the Residential Blocks or the HA Accommodation for any of the above purposes during the period such part or parts are being used by the Manager in connection with management as aforesaid.

56. Manager's discretion to attribute costs and expenses to different parts of annual budget

In case where there is any doubt as to the application of the provisions of Clause 54 hereof, the Manager shall have the discretion (which discretion shall be reasonably exercised) to attribute any costs and expenses to any part or parts or section or sections of the annual budget or partly to the one and partly to the other or others.

57. Undivided Shares held by Manager/Owners' Corporation not liable to management contribution

Where the Manager or the Owners' Corporation (as the case may be) has acquired the Undivided Shares allocated to the Common Areas and Facilities as trustee for all the Owners pursuant to the provisions of the said lease or this Deed, then such Undivided Shares shall be exempted from contributing to Management Expenses as provided in this Deed and shall carry no right to vote, nor be taken into account for the purpose of calculating the quorum of any meeting.

58. Revised budget

In the event of a deficiency occurring or seeming to the Manager likely to occur, or the Manager is of the opinion that any of the budgeted sums for the then current financial year are insufficient to cover all expenditure which is not included in that budget, or if there shall be any change in circumstances which, in the opinion of the Manager (whose decision shall be final), requires any revision to the annual budget or any part thereof, the Manager may prepare a revised budget or budgets, and the provisions of Clauses 53, 54 and 64 hereof shall apply, mutatis mutandis, to the revised budget or budgets as to the annual budget and references herein to the annual budget shall (where the context so admits or requires) be deemed to include such revised budget or budgets.

59. Display of accounts

The Manager shall display in a prominent place in the Estate a copy of the annual accounts, annual budgets, or revised budgets within 14 days after the same have been prepared as herein provided and cause it to remain so displayed for at least 7 consecutive days.

60. Inspection of accounts

The Manager shall permit any Owner at any reasonable time to inspect any books or records of account and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall, upon request of any Owner and upon payment of a reasonable charge for copying, send to such Owner a copy of any record or document requested by such Owner at any time after the same shall have been prepared as herein provided. All charges paid to the Manager aforesaid shall be credited to the Special Fund.

61. Manager's summary of income and expenditure

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

62. Revised Manager's statement

In the event that the annual budget is revised at any time as herein provided, the Manager shall prepare and send to each Owner thereby affected a revised Manager's statement showing the revised figures for the then current financial year and the revised advance payments to be paid by that Owner in the then remaining part of the then current financial year. The Owners shall, when called upon by the Manager, pay the revised monthly sums and revised advance payments pursuant to the revised budget prepared by the Manager.

63. Non-liability of Owner of Government Accommodation to make payment

(a) Notwithstanding anything to the contrary herein contained in this Deed, F.S.I. as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the said land and the Estate (whether the Common Areas and Facilities or the Items or otherwise) or for the provision of facilities or services which do not, in the opinion of G.P.A. or the person nominated by the Director of Lands for this purpose, directly serve or otherwise directly benefit the Government Accommodation, and the Owner of the Government Accommodation shall incur no liability for payment of any management and maintenance charges for any other part of the said land and the Estate (whether Common Areas and Facilities or the Items or otherwise) payable by it under the terms of this Deed, unless and until the amount of the same shall have first been approved in writing by the Owner of the Government Accommodation or, where the Owner of the Government Accommodation is F.S.I., by the G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose PROVIDED THAT such liability of the Owner of the Government Accommodation shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate.

(b) Upon the request in writing by the Owner of the Government Accommodation or, in case where F.S.I. shall be the Owner of the Government Accommodation, by the G.P.A. or its nominee, the Manager shall provide the Owner of the Government Accommodation free of charge with copies of quarterly accounts, audited reports and budgets to justify the expenses respectively incurred/estimated by them. The said accounts, reports, budgets, notices and demands shall be sent free of charge to the F.S.I. by prepaid post or delivered by hand to GPA, Government Property Agency, 9/F, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other person and address nominated by F.S.I. in writing PROVIDED THAT after the possession of the Government Accommodation has been taken up in accordance with Clause 3.21(h) of the said lease or after the assignment of the Government Accommodation to F.S.I. (whichever shall be the earlier), such accounts, reports, budgets, notices and demands shall be sent to G.P.A. or such person and address nominated by F.S.I. in writing.

64. Further provisions relating to determination of total amount of Management Expenses

(a) Subject to sub-clauses (c), (e), (f) and (h) below, the total amount of Management Expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Estate shall be the total proposed expenditure during that financial year as specified by the Manager in accordance with sub-clause (b) below.

(b) In respect of each financial year, the Manager shall –

(1) prepare a draft budget setting out the proposed expenditure during the financial year;

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

(3) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager

within a period of 14 days from the date the draft budget was sent or first displayed;

(4) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;

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

(c) Where, in respect of any financial year, the Manager has not complied with sub-clause (b) above before the start of that financial year, the total amount of the Management Expenses for that financial year shall –

(1) until it has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;

(2) when it has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

(d) Where a budget has been sent or displayed in accordance with sub-clause (b)(5) above and the Manager wishes to revise it, the Manager shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of sub-clause (b) above.

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

(f) If the Owners' Corporation is formed and, within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) above, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of Management Expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) 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 the 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 budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.

(h) For the purposes of this Clause, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

SECTION VIII - OWNERS' COMMITTEE

65. Establishment of Owners' Committee

There shall be established and maintained an Owners' Committee of the said land and the Estate consisting of a Chairman, a Secretary and various Committee members within 9 months of the execution of this Deed and thereafter, biennially, the Manager shall convene a meeting of the Owners to elect the Chairman and Committee members to serve on the Owners' Committee. For the time being and unless and until otherwise determined by a meeting of the Owners, the Owners' Committee shall consist of the following members :-

(a) not less than 8 representatives for the Owners of the Residential Blocks to be nominated by the Owners of the Residential Blocks; and

(b) 1 representative for the Owner(s) of the HA Accommodation.

66. Meetings of Owners' Committee

The Owners' Committee shall meet at such times as occasion shall require and, in any event, not less than once a year. In regard to such meetings of the Owners' Committee, the following provisions shall apply :-

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

(b) Notice of a meeting of the Owners' Committee shall be served by the person or persons convening the meeting upon each member of the Owners' Committee at least 7 days before the date of the meeting, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting. For the avoidance of doubt, the period of 7 days shall exclude the date of the meeting and the date of posting or delivery of such notice.

(c) Service of a notice required to be served under Clause 66(b) above may be given :-

(1) by delivering it personally to the member of the Owners' Committee; or

(2) by sending it by post to the member of the Owners' Committee at his last known address; or

(3) by leaving the notice at the member's Unit or depositing the notice in his letter box of his Unit.

(d) 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.

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

(1) the Chairman; or

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

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

(g) No resolution of the Owners' Committee should adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.

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

(i) Whether or not F.S.I. shall be a member of the Owners' Committee, F.S.I. shall have the right to attend the Owners' Committee meeting and to receive notices, agendas and minutes of the meetings free of charge, sent to F.S.I. by prepaid post or delivered by hand to the G.P.A. or such person and address nominated by F.S.I. in writing.

67. Functions of Owners' Committee

The functions of the Owners' Committee shall be limited to the following :-

(a) To represent the Owners in all dealings with the Manager;

(b) To liaise with the Manager in respect of all matters concerning the management of the said land and the Estate;

(c) To review the annual budgets and revised budgets;

(d) To approve the House Rules proposed from time to time by the Manager;

(e) To undertake such other duties as the Manager may, with their approval, delegate to them;

(f) To appoint accountants for audit of the annual accounts prepared by the Manager;

(g) To convene meetings of all the Owners;

(h) To exercise all other powers and duties conferred on the Owners' Committee by virtue of the Building Management Ordinance (Cap.344) and this Deed; and

(i) To act as the Manager during such period when no Manager is appointed.

68. Reimbursement

Members of the Owners' Committee shall be entitled to be reimbursed for all out-of-pocket expenses necessarily incurred in carrying out their duties as approved by the Owners' Committee.

69. Membership

(a) An Owners' Committee shall be appointed for a term of 2 years and its members shall hold office until a new Owners' Committee is appointed and, in the event that no new Owners' Committee is appointed for whatever reasons after the said term of 2 years, the members of the existing Owners' Committee shall continue to act until a new Owners' Committee is appointed PROVIDED ALWAYS THAT a member shall cease to hold office if :-

(1) He resigns by notice in writing to the Owners' Committee; or

(2) He ceases to be eligible under Clause 70 or is not re-elected at the annual general meeting of the Owners at which he stands for re-election; or

(3) He is removed from office by the Owners by ordinary resolution passed at an extraordinary general meeting of the Owners called for the purpose; or

(4) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence, other than a summary offence not involving his honesty or integrity; or

(5) He becomes incapacitated by physical or mental illness.

(b) Retiring members of the Owners' Committee shall be eligible for re-election.

(c) The Owners' Committee may co-opt any eligible Owner to fill any casual vacancy for the current term.

(d) The Owners' Committee may continue to act notwithstanding any vacancies in their number PROVIDED THAT the number is not reduced to less than 5. In the event that the number is reduced to less than 5, the remaining members of the Owners' Committee may act, but only for the purpose of appointing other eligible persons to be members of the Owners' Committee.

70. Eligibility

The following persons shall be eligible for election as a member of the Owners' Committee to serve on the Owners' Committee :-

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

(b) Not more than 1 person from a Unit may stand for election as a Committee member of the Owners' Committee.

PROVIDED THAT no person shall be appointed as a member of the Owners' Committee if :-

(1) he has been declared bankrupt or insolvent or has entered into composition with his creditors; or

(2) he has been convicted of a criminal offence other than a summary offence not involving his honesty or integrity.

71. Records and minutes

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

(1) The appointment of members of the Owners' Committee, the Secretary and the Chairman of the Owners' Committee and all changes therein.

(2) All resolutions and proceedings of the Owners' Committee.

(b) Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given. Any such person shall also be entitled to extracts or copies therefrom on paying the reasonable charges therefor, and all charges paid as aforesaid shall be credited to the Special Fund.

SECTION IX - MEETINGS OF OWNERS

72. Owners' meeting

From time to time as occasion may require, there shall be meetings of the Owners to discuss and decide on matters concerning the Estate, and the first of such meetings of the Owners shall be convened by the Manager as soon as possible but not later than 9 months of the execution of this Deed (and the Manager shall call further and subsequent meetings if required) to appoint a Chairman and the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Corporation. In regard to such Owners' meetings the following provisions shall apply :-

(a) A meeting may be convened by the Manager or the Owners' Committee or by an Owner appointed to convene such a meeting by the Owners of not less than 5% of the total number of Undivided Shares in aggregate.

(b) Notice of a meeting of Owners shall be served by the person or persons convening the meeting upon each Owner at least 14 days before the date of the meeting specifying the date, time and place of the meeting and the resolutions (if any) to be proposed at the meeting. For the avoidance of doubt, the period of 14 days shall exclude the date of meeting but include the date of posting or delivery of such notice.

(c) Service of a notice required to be served under sub-clause (b) above may be given :-

(1) by delivering it personally to the Owner; or

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

(3) by leaving the notice at the Owner's Unit or depositing the notice in the Owner's letter box of that Unit.

(d) No business shall be transacted at any meeting of the Owners unless a quorum is present when the meeting proceeds to business and the Owners present in person or by proxy who, in the aggregate, constitute not less than 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 and shall not be construed as the Owners of 10% of the Undivided Shares in aggregate) shall be a quorum.

(e) A meeting of the Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened under sub-clause (a) above other than by the Owners' Committee, the person convening the meeting.

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

(g) Every Owner shall have 1 vote for each Undivided Share (except the Undivided Share allocated to the Common Areas and Facilities) vested in him and, in the case of Owners who together are entitled to 1 such Undivided Share, such Owners shall jointly have 1 vote for each such Undivided Share and such vote may be cast by (1) a proxy jointly appointed by the co-Owners; (2) a person appointed by the co-Owners from amongst themselves; or (3) if no appointment is made under (1) or (2) above, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners; and, in the case of any meeting where more than one of the co-Owners seek to cast a vote in respect of that Undivided Share, only the vote that is cast, in person 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.

(h) Votes may be given either personally or by proxy and, in regard to the removal of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by the Manager. In case of any equality of votes, the chairman presiding over the meeting shall have, in addition to a deliberative vote, a second or casting vote.

(i) The instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap.344) and shall be signed by the Owner or, if the Owner is a body corporate, under the seal or chop of that body corporate and signed by a person authorized by the body corporate in that behalf, and the instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee, or if the meeting is convened under sub-clause (a) above other than by the Owners' Committee, the person convening the meeting at least 48 hours before the time for the holding of the meeting at which the proxy proposes to vote. 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.

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

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

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

(3) Unless otherwise provided herein, no resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.

(4) Subject to Clause 73 hereof but notwithstanding any other provisions to the contrary herein contained, no resolution concerning the management of the Residential Blocks shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares held by Owners of the Residential Blocks who are present in person or by proxy and voting.

(5) No resolution of the Owners' meetings should adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.

(k) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than 50% of the total number of Undivided Shares in the said land and the Estate shall be as valid and effectual as if it had been passed at a duly convened meeting of the Owners.

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

(m) The procedure at a meeting of the Owners shall be as is determined by the Owners.

(n) For the avoidance of doubt, the Undivided Shares in respect of the Common Areas and Facilities shall carry no right to vote and shall not be taken into account in determining the quorum for the meeting.

SECTION X – EXTINGUISHMENT OF RIGHTS

73. Owners' meeting in the event of the Estate being damaged

Notwithstanding any other provisions to the contrary herein contained, in the event of the Estate or any part of the Estate being so damaged by fire, typhoon, earthquake, subsidence or other causes so as to render the same substantially unfit for habitation or occupation, the Manager or Owners of not less than 75% of the Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of the Estate or such part of the Estate and such meeting may resolve, by a majority of not less than 75% of such Owners of not less than 75% of the Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and Facilities) present and voting that, by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the Estate or such part of the Estate, then in such event, the Undivided Shares in and of the Estate or such part of the Estate shall be acquired by the Manager and the Owners of such Undivided Shares shall, in such event, be obliged to assign the same and all rights and appurtenances thereto to the Manager, upon trust, to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on the Estate or such part of the Estate shall likewise be distributed amongst such Owners. In the event that the Undivided Shares in and of the Estate or such part of the Estate have been so disposed of by the Manager and the net proceeds of sale and the insurance money received in respect of any policy of insurance on the Estate or such part of the Estate have been so distributed amongst the Owners of such Undivided Shares, all the rights, privileges, obligations and covenants of such Owners under this Deed shall be extinguished, so far as the same relate to such Owners PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild the Estate or such part of the Estate, the Owners of the Estate or such part of the Estate shall pay the excess of the cost of reinstatement or rebuilding of the Estate or the relevant part of the Estate damaged as aforesaid over and above the proceeds recoverable from the insurance of the Estate or such part of the Estate, in proportion to the respective number of Undivided Shares held by them and that, until such payment, the same will become a charge upon their respective Undivided Shares allocated to the Estate or the relevant part of the Estate and be recoverable as a civil debt.

74. Provisions applicable to such Owners' meeting

Notwithstanding any other provisions to the contrary herein contained, the following provisions shall apply to a meeting convened by the Manager as provided in Clause 73 hereof :-

(a) Every such meeting shall be convened by at least 14 days' notice in writing, posted on the public notice boards of the Estate specifying the date, time and place of the meeting;

(b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who, in the aggregate, have vested in them not less than 75% of the total number of Undivided Shares in the Estate or in the part of the Estate in question shall be a quorum;

(c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and, if at such adjourned meeting, a quorum be not present, the Owners present shall be deemed to constitute a quorum;

(d) The Manager shall be the chairman of the meeting;

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

(f) Every Owner shall have 1 vote for each Undivided Share allocated to the part of the Estate vested in him and, in the case of Owners who together are entitled to 1 such Undivided Share, such Owners shall jointly have 1 vote for each such Undivided Share and, in case of dispute, the first named of such Owners 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) The instrument appointing a proxy shall be deposited with the chairman of the meeting either before or at the meeting;

(i) A resolution passed at a duly convened meeting by a 75% majority of such Owners present in person or by proxy and voting shall be binding on all the Owners of the Estate or the relevant part of the Estate PROVIDED as follows :-

(1) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;

(2) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;

(3) no resolution shall be valid if it is contrary to the provisions of this Deed;

(j) A resolution in writing signed by Owners who, in the aggregate, have vested in them for the time being more than 75% of the Undivided Shares allocated to the Estate or the part of the Estate 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 to any Owner shall not invalidate the meeting or any resolution passed thereat;

(l) For the avoidance of doubt, the Undivided Shares in respect of the Common Areas and Facilities shall carry no right to vote and shall not be taken into account in determining the quorum for the meeting.

SECTION XI – MISCELLANEOUS PROVISIONS

75. Payment of rates, etc. to relevant authority direct

Each Owner shall bear, and pay directly to the authority concerned, all existing and future taxes, property taxes, rates, Government rents, assessments and outgoings of every description for the time being assessed or payable in respect of that part of the Estate owned by him.

76. Owner to bear costs of upkeeping interior of Unit

The expenses of keeping the interior of Units owned and all the fittings, fixtures, wiring, plumbing, gas pipes and other services therein or exclusively serving it (other than main services serving the Estate or any building within the Estate as a whole and other than gas pipes and installations owned by the Gas Company) and all the windows and doors thereof and any Gas Pipe After Meter thereof in good and tenantable repair and condition shall be borne and paid by the Owner thereof.

77. Right of Owners to carry out works in Unit except structural alteration

(a) Subject to the provisions of this Deed, the Owner may, at his own expense, make or install in, and subsequently remove from that part of the Estate owned by him, any additions, improvements, lights, fittings, fixtures or decorations which can be installed, fixed and removed without structural alteration of or damage to the Unit PROVIDED THAT the Owner may not cause or permit or suffer to be caused any damage to any part of the Estate.

(b) In carrying out, under the provisions of this Deed, any necessary repair work which requires the removal of any additions, improvements, lights, fittings, fixtures or decorations, the Manager shall not be obliged to make good the affected area or any damage sustained in the carrying out of such work, other than to the extent of reinstating the affected area to its original state.

78. Right to exclusive occupation not to be dealt with separately from Undivided Shares

The right to the exclusive use, occupation and enjoyment of any part of the Estate shall not be sold, assigned, mortgaged, charged or otherwise dealt with separately from the Undivided Shares with which the same is held (save and except any lawful lettings, subject always to the provisions of the said lease).

79. Assignment, etc. subject to this Deed

No part of the Estate shall be sold, assigned, mortgaged, charged or otherwise disposed of unless such sale, assignment, mortgage, charge or other disposition is specifically made subject to and with the benefit of this Deed and contains a covenant, on the part of the purchaser, assignee or other disponent, to observe and comply with all the covenants, terms, conditions and provisions of this Deed.

80. Owners to notify Manager when ceasing to be Owner

Each Owner shall, on ceasing to be the Owner of any Undivided Share, notify the Manager of such cessation, and of the name and address of the new Owner, within 14 days from the date of change of ownership and, without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the said lease and the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.

81. Public notice boards, etc.

There shall be public notice boards at such places in the Estate 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 3 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

82. Service of notice

(a) Subject as hereinbefore provided, in the case of notices to be affixed to the public notice boards, any notice or demand which is required to be served hereunder shall be sufficiently served, if addressed to the party intended to receive the same and sent by prepaid post to or left at that part of the Estate of which the party to be served is the Owner or the letter box thereof PROVIDED THAT:-

(1) where notice is to be given to an Owner whose premises are mortgaged, such notice may be served also on the mortgagee, if a company, at its registered office or its last known place of business in Hong Kong, or if an individual, at his last known residence in Hong Kong; and

(2) any notice or demand relating to the Common Areas and Facilities shall be sufficiently served, if posted on some conspicuous place in the Common Areas and Facilities to which it relates; and

(3) where notice is to be given to F.S.I. as the Owner of the Government Accommodation, such notice shall be served on G.P.A. at 9/F, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other address as may have been notified to the Manager by G.P.A. on behalf of F.S.I..

(b) Any Owner (other than Owner(s) of the HA Accommodation or the Owner of the Government Accommodation) who is not residing in his Unit shall provide the Manager with an address within the jurisdiction of Hong Kong for service of notices under the terms of this Deed and Sub-Deed (if any). In the event that the Owner shall fail to provide the Manager with a Hong Kong correspondence address, then the Manager may treat the address of the Unit as the address for service of notices.

(c) All Owners (other than Owner(s) of the HA Accommodation or the Owner of the Government Accommodation) who do not reside in the jurisdiction of Hong Kong must provide the Manager with an address for service of notices within the jurisdiction.

(d) All notices required to be served upon the Manager shall be sufficiently served, if sent by registered post addressed to or, if by hand, left at the office of the Manager in the Estate.

(e) The Owner(s) of the HA Accommodation (whether prior to or after the execution of any Sub-Deed(s) of the HA Accommodation) must provide the Manager with an address for service of notices within the jurisdiction.

83. HA Accommodation

The Authority shall be solely responsible for the management and maintenance of the HA Accommodation so long as the same is wholly owned by the Authority. At any time when the Authority desires to designate the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities even if the Authority has no intention to sell or assign the HA Accommodation (excluding the Visitors' Car Parking Spaces) as a whole or any part thereof, or before (whichever shall be the earlier) the Authority entering into any agreement for sale and purchase of the HA Accommodation (excluding the Visitors' Car Parking Spaces) as a whole or any part thereof or any assignment thereof, the Authority shall at its own costs and expenses exercise its rights under Clause 11(t) hereof to designate the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities by way of an instrument in writing to be entered into by the Authority alone without joining in any Owner and without requiring any approval from the Owners in meeting held pursuant to Clause 72 hereof SUBJECT TO the following conditions: -

(a) the sub-allocation of the Undivided Shares and the Management Shares to the Visitors' Car Parking Spaces shall be determined by the Authority and approved by the Director of Lands;

(b) the Undivided Shares sub-allocated to the Visitors' Car Parking Spaces shall form part of the Undivided Shares of the Common Areas and Facilities to the intent that no voting rights shall be attached to such Undivided Shares;

(c) the Management Shares sub-allocated to the Visitors' Car Parking Spaces shall be disregarded by the Manager for the purpose of calculation of contribution to annual budget or other payments to be borne by each Owner under this Deed to the intent that no liability for payment of contribution to annual budget or other payments shall be attached to such Management Shares but without prejudice to sub-clause (e) below;

(d) the users of the Visitors' Car Parking Spaces shall have the full right and liberty (subject always to the provisions of the said lease, this Deed, the House Rules and the rights of the Manager and the Authority as provided in this Deed and in common with all persons having the like right) to use such facilities of the HA Accommodation serving the Visitors' Car Parking Spaces PROVIDED THAT no person in exercising such right of use shall unreasonably interfere with the general facilities, amenities, equipment or services of the HA Accommodation;

(e) notwithstanding sub-clause (c) above,

(1) the Manager shall, out of the management fund relating to the whole of the Estate, pay the Management Expenses referable to the use of the facilities of the HA Accommodation serving the Visitors' Car Parking Spaces as referred to in sub-clause (d) above on a monthly basis to the Owner of the HA Accommodation or to the Manager after the Sub-Deed for the HA Accommodation has been executed (as the case may be); and

(2) the amount of such payment shall be determined by the Manager in a fair and reasonable manner by taking into account all relevant matters including but not limited to the costs and expenses for management, maintenance and repair of the facilities of the HA Accommodation but shall exclude any portion which is attributable to the Owner of the HA Accommodation or the Owners of the Parking Spaces (as the case may be) under the first part of the annual budget referred to in Clause 54(a) hereof. The proportion for calculating the Management Expenses referable to the use of the facilities of the HA Accommodation serving the Visitors' Car Parking Spaces shall be the same as the proportion of the total gross floor area of

the Visitors' Car Parking Spaces bears to the total gross floor area of the Parking Spaces (including the Visitors' Car Parking Spaces); and

(3) if there is no Sub-Deed for the HA Accommodation, the Manager shall take into account the costs and expenses that are reasonably and necessarily incurred by the Owner of the HA Accommodation for the management, maintenance and repair of the facilities of the HA Accommodation in making such determination. The determination of the Manager shall be binding on all parties save and except manifest error; and

(f) immediately after the said designation, the Authority shall at its owns costs and expenses assign the Undivided Shares of such additional Estate Common Areas and Facilities to the Manager or the Owners' Corporation in accordance with Clause 87 hereof.

84. Deed binding on executors, etc.

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 and shall run with every part of the said land and the Estate.

85. Cessation of liabilities

No person shall be liable under any of the covenants or provisions of this Deed in respect of any Undivided Shares in the said land and the Estate and the premises held therewith after ceasing to be the Owner (as herein defined) thereof, save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or provision prior to his ceasing to be the Owner thereof.

86. Owners' Corporation

Nothing herein shall prejudice the operation of the Building Management Ordinance (Cap.344) and the Schedules thereto or be in breach of the said lease and, to the extent that any provisions contained herein shall contradict or be in conflict with either the said Building Management Ordinance or the said lease, the said Building Management Ordinance or the said lease (as the case may be) shall prevail. During the existence of an Owners' Corporation, the general meeting of the Owners' Corporation shall take the place of the meeting of Owners under this Deed, and the management committee of the Owners' Corporation shall take the place of the Owners' Committee under this Deed.

87. Assignment of Common Areas and Facilities to Manager or Owners' Corporation

The Authority hereby declares that it holds the Undivided Shares in respect of the Common Areas and Facilities on trust for all the Owners and shall, immediately after execution of this Deed, assign free of any consideration, costs or expense such Undivided Shares in respect of the Common Areas and Facilities to the Authority as the Manager, to the intent that such Undivided Shares shall be held on trust by the Manager for the benefit of all Owners and, in the event that another manager shall be appointed in the stead of the Authority in accordance with these presents, the Authority as the Manager shall, free of any consideration, costs or expense, assign such Undivided Shares in respect of the Common Areas and Facilities to the new manager, to the intent that such Undivided Shares shall be held on trust by the Manager for the benefit of all Owners for the time being of the said land and the Estate PROVIDED THAT if an Owners' Corporation is formed, the Authority as the Manager or any new manager shall, if required by the Owners' Corporation, assign the Undivided Shares in respect of the Common Areas and Facilities and transfer the management rights and responsibilities of the said land and the Estate, to the Owners' Corporation free of any consideration, expense or cost, in which event, the Owners' Corporation must hold them on trust for the benefit of all Owners for the time being of the said land and the Estate

PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities, entitlements, duties and obligations of the Manager contained in this Deed or Sub-Deed (if any). The Undivided Shares allocated to the Common Areas and Facilities acquired by the Manager as trustee for all the Owners pursuant to the provisions of this Deed shall be exempted from contribution to the Management Expenses as provided in this Deed and shall carry no right to vote nor be taken into account for the purpose of calculating the quorum of any meeting.

88. Chinese translation

(a) The Authority must, at its own cost, provide a direct translation in Chinese of this Deed. The Authority must deposit a copy of this Deed and the Chinese translation in the management office of the Estate, within one month after the date of this Deed, for inspection by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund. The version of this Deed approved by the Director of Lands shall prevail, in the event of a dispute as to the effect of the Chinese translation and this Deed in English.

(b) The Authority shall, at its own cost, provide a copy of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) (English and Chinese versions) in the management office of the Estate for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund.

89. Plans of Common Areas and Facilities

(a) The Authority shall prepare or cause to be prepared a set of plans (certified as to their accuracy by or on behalf of the Authorized Person) showing the Common Areas and Facilities. Such plans shall be kept at the management office of the Estate and may be inspected by the Owners free of charge during normal office hours.

(b) The Manager shall provide the Owner of the Government Accommodation with a copy of the set of plans showing the Common Areas and Facilities and any amendments that may be made thereto from time to time, free of costs.

90. Slope Maintenance Manual

A full copy of the Slope Maintenance Manual shall be deposited by the Authority in the management office of the Estate, within one month after the date of this Deed, for inspection by the Owners free of charge and for taking copies upon payment of a reasonable charge. All charges received must be credited to the Special Fund.

91. Residential Care Homes (Elderly Persons) Ordinance and Residential Care Homes (Persons with Disabilities) Ordinance

No provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHE") and/or residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHD"), or the use of the said land or any part thereof or any building or part of any building erected thereon for the purpose of RCHE and/or RCHD.

92. Gas Supply System

Subject to the terms of any relevant gas supply agreement(s), the Gas Pipe After Meter of a Residential Unit in the Residential Blocks, the HA Accommodation or the Government Accommodation (if any) shall be owned by the Owner of the relevant Unit respectively and the repair, upkeep and maintenance thereof shall be the sole responsibility of the respective Owner thereof and the Owners shall only appoint HKCGC or any other relevant registered gas contractors to carry out any repair, upkeeping and maintenance in relation thereto.

93. Telecommunications network areas

Any contracts, leases or licence agreements ("Contract") for the installation, use and provision of aerial broadcast distribution or telecommunications network facilities and services to be entered into by the Manager must be subject to the following conditions :-

(a) the term of the Contract will not exceed three (3) years;

(b) the right to be granted under the Contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and

(c) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities and services, unless the Owner is a subscriber to the relevant service.

94. Maintenance of Works and Installations

(a) All major works and installations in the said land and the Estate which require regular maintenance on a recurrent basis are set out in the FIFTH SCHEDULE HERETO (including any revised schedule) ("the Works and Installations"). The Authority shall compile, for the reference of the Owners and the Manager, a maintenance manual for the Works and Installations ("Works and Installations Maintenance Manual") setting out the following details : -

(1) Existing record plans showing the current as-built position of the buildings and services installations in the said land together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all the Works and Installations and 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;

(2) 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 the Works and Installations and facilities and equipment;

(3) Recommended maintenance strategy and procedures;

(4) A list of items of the Works and Installations requiring routine maintenance;

(5) Recommended frequency of routine maintenance inspection;

(6) Checklist and typical inspection record sheets for routine maintenance inspection; and

(7) Recommended maintenance cycle of the Works and Installations.

(b) The Authority shall deposit a full copy of the Works and Installations Maintenance Manual in the management office, within one month after the date of this Deed, for inspection by all Owners free of charge during normal office hours and taking copies at their own expense and on payment of a reasonable charge. All charges received must be credited to the Special Fund.

(c) The Owners shall, at their own expense, inspect, maintain and carry out all necessary works for the maintenance of the Estate and their own Units including the Works and Installations (in so far as they are in existence) in accordance with the provision of this Deed PROVIDED ALWAYS THAT the Owner of the Government Accommodation shall only be responsible for the maintenance and management of the Government Accommodation but not the remainder of the Estate.

(d) All costs incidental to the preparation of the schedule for Works and Installations and the Works and Installations Maintenance Manual shall be borne by the Authority.

(e) (1) Any necessary revisions to the schedule for Works and Installations and the Works and Installations Maintenance Manual (including, but without limiting to, the addition of works and installations in the Estate, the updating of maintenance strategies in step with changing requirements) can be made and will be decided by a resolution of the Owners at an Owners' meeting held pursuant to Clause 72 hereof, in which event, the Manager shall procure from a qualified professional or consultant the revised schedule and the revised Works and Installations Maintenance Manual within such time as may be prescribed by the Owners in such a meeting as aforesaid.

(2) All costs incidental to the preparation of the revised schedule and the revised Works and Installations Maintenance Manual will be paid out of the Special Fund.

(3) The Manager shall deposit the revised Works and Installations Maintenance Manual in the management office within one month after the date of its preparation for inspection by all Owners free of charge during normal office hours and taking copies at their own expense and on payment of a reasonable charge. All charges received must be credited to the Special Fund.

95. Covenant by Owners and Manager

(a) Nothing in this Deed conflicts with or is in breach of the conditions of the said lease. If any provision contained in this Deed conflicts with the said lease, the said lease shall prevail.

(b) All Owners (including the Authority) and the Manager covenant with each other to comply with the covenants of the said lease so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the said land and the Estate and to the Undivided Share(s) in respect thereof.

96. Greenery Area

The Greenery Area (including the vertical greenery areas), forming part of the Estate Common Areas and Facilities and/or the Residential Blocks Common Areas and Facilities, shall be used in compliance with the Sustainable Building Design Guidelines issued by Buildings Department, and will not be used for other purpose without prior consent of the Independent Checking Unit of the Office of the Permanent Secretary for Housing (formerly, the Independent Checking Unit of the Office of the Permanent Secretary for Transport and Housing (Housing)) or the Building Authority. Except with the prior written

approval of the Permanent Secretary for Housing (formerly, the Permanent Secretary for Transport and Housing (Housing)), the Greenery Area (including the vertical greenery areas), forming parts of the Estate Common Areas and Facilities and the Residential Blocks Common Areas and Facilities, shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the approved Submission (referred to in Clause 3.14(h) of the said lease).

97. Vehicular access under the said lease

The Owners (other than the Owner of the Government Accommodation) shall, at their own expense, within the time limit specified by the Director of Lands and in all respects to the satisfaction of the Director of Lands, reinstate the area or areas upon which any temporary access may have been constructed in accordance with Clause 3.26 of the said lease.

98. Water mains

The Owners shall, at their own expense, uphold, maintain and repair, to the satisfaction of the Director of Lands, all and any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) pursuant to Clause 5.3(c) of the said lease.

99. Restriction on tampering with the Fixed Windows and Acoustic Windows

(a) Subject to any maintenance, repair or replacement in accordance with Clause 99(c) and Clause 99(d) below (as the case may be), no Owner of those Units installed with Acoustic Windows and/or Fixed Windows shall tamper, alter, vary or remove or cause or permit or suffer any tampering, alteration, variation or removal of the Acoustic Windows and/or Fixed Windows installed in his Unit.

(b) The Authority shall at its expense provide the drawings and methodology for the installation, maintenance, replacement or repair of the Acoustic Windows and the Manager shall keep such drawings and methodology at the management office for inspection by the Owners free of charge during normal business hours. At the request of the Owners, the Manager shall provide photocopies of such drawings and methodology to such Owners subject to payment of the reasonable photocopying charges payable by such Owners. All such photocopying charges shall be credited to the Special Fund.

(c) The maintenance, replacement or repair of any of the Acoustic Windows installed in any Unit shall be made by the Owner of the relevant Unit at his own costs in accordance with the standards and specifications set out in such drawings and methodology. The Owners of such Units shall use appropriate materials and appoint qualified contractors for carrying out such maintenance, replacement or repair.

(d) The Fixed Windows installed in any Unit shall be kept closed and locked at all times for noise mitigation purpose except for maintenance, replacement or repair. The maintenance, replacement or repair of any of the Fixed Windows installed in any Unit shall be made by the Owner of the relevant Unit at his own cost.

100. Deposit of record relating to consent on merging of Residential Unit(s) or Unit(s) of Residential Blocks given under Clause 5.5 of the said lease

The Manager shall deposit in the management office of the Estate the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under Clause 5.5 of the said lease for inspection by all Owners

free of charge and for taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

101. Spaces for the parking, loading and unloading of motor vehicles for the Commercial Areas

The Owners of the Estate, their respective tenants, licensees and occupiers shall have the right, in common with the Owner(s) of the Commercial Areas (including its/their tenants, licensees and occupiers), to use any of spaces for the parking, loading and unloading of motor vehicles forming part of the Commercial Areas and marked "PARKING, LOADING AND UNLOADING SPACE" shown and coloured violet cross hatched black on the Site Layout Plan annexed hereto Provided that the Owners, their respective tenants, licensees and occupiers (as the case may be) being the user of such spaces shall be responsible for the parking fees and charges reasonably incurred for the use of such spaces as the Authority or the party from time to time appointed by the Authority to manage such spaces for the parking, loading and unloading of motor vehicles forming part of the Commercial Areas may determine.

102. Waterworks Reserve Area

(a) The Owners shall, at their own expense, demolish or remove any such objects or material within the Waterworks Reserve Area as may at any time be required by the Director of Lands and reinstate the Waterworks Reserve Area pursuant to Clause 3.28(b) of the said lease.

(b) In the event that the demolition or removal of the WRA Structures or any part thereof is necessary for the purpose of exercising the rights conferred under Clause 3.28(c) of the said lease, the Owners shall, at their own expense, if so required by the Water Authority or the Director of Lands and in all respects to the satisfaction of the Water Authority or the Director of Lands, carry out such demolition or removal works.

(c) The Owners may, with the prior written approval of the Water Authority and in conformity with any condition imposed by the Water Authority, at the Owners' own expense, divert the WRA Structures to such location or locations and at such levels, with such materials as to such standards, specification and design as the Water Authority shall approve, within the New Waterworks Reserve Area and in all respects to the satisfaction of the Water Authority.

103. Cable Reserve Area

(a) The Owners shall, at their own expense, satisfy themselves as to the extent of the Cables and the Cable Installations, and shall not demolish, damage or interfere with in any way, or permit or suffer to be demolished, damaged or interfered with in any way, the Cables and the Cable Installations or any part or parts thereof. Any demolition or damage of or interference with the Cables and the Cable Installations or any part or parts thereof will be reinstated, made good or rectified by CLP Power Hong Kong Limited at the cost of the Owners.

(b) The Owners shall, at their own expense, comply with all requirements of the Director of Electrical and Mechanical Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or structure or buildings or structures connected or in close proximity to the Cables and the Cable Installations.

(c) The Owners shall comply with all ordinances, bye-laws and regulations for the time being in force and relating to the Cables and Cable Installations and any amendments or replacing legislations thereto.

THE FIRST SCHEDULE
(REFERRED TO IN RECITAL (D))

Nature of Accommodation	Floor Level	Unit Number	Number of Units	Number of Undivided Shares for Each Unit	Total Number of Undivided Shares Allocated	Number of Management Shares for Each Unit	Total Number of Management Shares Allocated
RESIDENTIAL BLOCKS							
Block A	1/F – 40/F	1, 7, 10, 16, 19, 22, 26, 29, 32, 35	400	41	16,400	41	16,400
	1/F – 40/F	2, 3, 14, 15	160	40	6,400	40	6,400
	1/F – 40/F	4, 13	80	55	4,400	55	4,400
	1/F – 40/F	17, 24	80	58	4,640	58	4,640
	1/F – 40/F	5, 6, 18, 23	160	57	9,120	57	9,120
	1/F – 40/F	8, 9, 20, 21, 27, 28, 33, 34	320	27	8,640	27	8,640
	1/F – 40/F	11	40	56	2,240	56	2,240
	1/F – 40/F	12	40	68	2,720	68	2,720
	1/F – 40/F	25, 30, 31, 36	160	66	10,560	66	10,560
		Sub-total:	1,440		65,120		65,120
Block B	1/F – 40/F	1	40	43	1,720	43	1,720
	1/F – 40/F	2	40	56	2,240	56	2,240
	1/F – 40/F	3, 6, 9, 24, 26, 29, 32, 35	320	41	13,120	41	13,120
	1/F – 40/F	4, 5, 27, 28, 33, 34	240	27	6,480	27	6,480
	1/F – 40/F	7, 25, 30, 31, 36	200	66	13,200	66	13,200
	1/F – 40/F	8	40	42	1,680	42	1,680
	1/F – 40/F	10, 11, 22, 23	160	40	6,400	40	6,400
	1/F – 40/F	12, 21	80	55	4,400	55	4,400
	1/F – 40/F	13	40	68	2,720	68	2,720
	3/F – 40/F	14	38	56	2,128	56	2,128
	3/F – 40/F	15, 18	76	41	3,116	41	3,116
	3/F – 40/F	16, 17	76	27	2,052	27	2,052
	3/F – 40/F	19	38	57	2,166	57	2,166
	1/F – 40/F	20	40	57	2,280	57	2,280
		Sub-total:	1,428		63,702		63,702
Sub-total Number of Undivided Shares:					**128,822**		
Sub-total Number of Management Shares:							**128,822**

Nature of Accommodation	Total Number of Undivided Shares Allocated	Total Number of Management Shares Allocated
HA ACCOMMODATION		
Educational Areas	1,259	1,259
associated areas for HA Accommodation (store rooms and refuse collection point and junk collection point)	100	100
Parking Areas	6,171	6,171
Commercial Areas	2,078	2,078
Sub-total Number of Undivided Shares:	**9,608**	
Sub-total Number of Management Shares:		**9,608**
GOVERNMENT ACCOMMODATION		
Special Child Care Centre ("SCCC") excluding the one space for the parking, loading and unloading for motor vehicles serving exclusively the SCCC	428	428
Early Education and Training Centre ("EETC")	437	437
Integrated Support Service Centre for Persons with Severe Physical Disabilities ("ISS") excluding the one space for the parking, loading and unloading for motor vehicles serving exclusively the ISS	219	219
Neighbourhood Elderly Centre ("NEC")	498	498
One space for the parking, loading and unloading for motor vehicles serving exclusively the SCCC	26	26
One space for the parking, loading and unloading for motor vehicles serving exclusively the ISS	26	26
Sub-total Number of Undivided Shares:	**1,634**	
Sub-total Number of Management Shares:		**1,634**
COMMON AREAS AND FACILITIES	10	
Total Number of Undivided Shares:	**140,074**	
Total Number of Management Shares:		**140,064**

THE SECOND SCHEDULE
(REFERRED TO IN CLAUSE 8)

PART A – BENEFITS OF RIGHTS AND PRIVILEGES

1. Rights and privileges granted to the Owners

Rights and privileges the benefit of which is held with each of the Undivided Shares of and in the said land and the Estate PROVIDED THAT all such rights and privileges shall be held and enjoyed subject to compliance with and observance of the covenants, conditions and provisos of the said lease and the provisions of this Deed and to the House Rules and any other regulations made hereunder :-

(a) Right of way over Common Areas and Facilities

Full right and liberty (but SUBJECT ALWAYS to the right of the Manager, the Authority and F.S.I. (as the Owner of the Government Accommodation) herein provided) for the Owner, his tenants, servants, agents, invitees and licensees (in common with all other persons having the like right) to go pass and repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of such part of the Estate owned by him.

(b) Right to use Common Areas and Facilities

Subject to Clause 18 of this Deed, full right and liberty for the Owner, his tenants, servants, agents, invitees and licensees (in common with all other persons having the like right) to use the Common Areas and Facilities for the purpose for which the same are designed and intended to be used PROVIDED THAT in exercising such right of use, no Owner shall damage or interfere with, or permit or suffer to be damaged or interfered with, the general amenities, equipment or services therein provided.

(c) Right to easements, etc.

All rights, rights of ways (if any), privileges, easements and appurtenances belonging or appertaining to or at any time held, used occupied or enjoyed with the part of the Estate owned by him.

(d) Right of support and shelter

The right to subjacent and lateral support and to shelter and protection for that part of the Estate owned by him from the other portions of the said land and the Estate.

(e) Right to passage of water, etc.

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to that part of the Estate owned by him through the sewers, drains, water-courses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Estate, or the adjoining development, or any part or parts thereof which are wholly or partly for the common use of the Owners or occupiers of the Estate for the purpose of use and enjoyment of such part of the Estate owned by him.

(f) Right of entry to other parts of the said land and Estate to repair

The right for any Owner, with or without workmen, plant, equipment and materials, at all reasonable times, upon prior notice (except in the case of emergency) to enter upon other parts of the said land and the Estate (other than the Government Accommodation) 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.

(g) Right of entry to the HA Accommodation or the Government Accommodation to repair

The right for any Owner, with or without workmen, plant, equipment and materials, at all reasonable times (as the case may be) upon prior approval of F.S.I. or G.P.A. or its nominee (except in the case of emergency) to enter upon the Government Accommodation or any part thereof, or upon prior approval of the Owner of the HA Accommodation (prior to the execution of any Sub-Deed of the HA Accommodation), to enter upon the HA Accommodation or any part thereof (except in the case of emergency) 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) PROVIDED THAT such Owner shall be liable for all costs and expenses incurred for any damage caused to such Government Accommodation or the HA Accommodation thereby (as the case may be).

(h) Right of way over emergency vehicular access(s)/access road(s)/driveway

Full right and liberty for any Owner, his tenants, servants, agents, invitees and licensees (in common with all other Owners) to go pass and repass over and along the emergency vehicular access(s)/access road(s)/driveway(s) and to use the same for the purpose of emergency vehicular access(es)/access road(s)/driveway(s).

(i) Right of entry to the Parking Areas of the HA Accommodation

Subject to the rights of the Owner(s) of the Parking Areas of the HA Accommodation, the right for any Owner at all reasonable times to enter into the Parking Areas of the HA Accommodation and to pass and repass across through over or along any entrances, corridors, passages, staircases, stairways of the Parking Areas of the HA Accommodation or other access thereof PROVIDED THAT the person(s) exercising the aforesaid right shall (1) at all times take proper care and precaution to prevent any damage or injury to land, persons or properties in the exercise of such right, (2) make good and reinstate any loss, damage or disturbance caused to the Parking Areas of the HA Accommodation or any part(s) thereof as a result of his act or default in the exercise of such right; and (3) be liable for all loss, damage and demand caused by his act or default in the exercise of the aforesaid right.

2. Rights and privileges granted to other Owners to pass and repass and to use certain Residential Blocks Common Areas and Facilities

In addition to the above rights and privileges, the Owners, their successors in title and assigns and their servants, visitors, workmen, licensees and occupiers, in common with the Owners, the residents and occupiers of the Residential Blocks, their bona fide visitors and all persons having the like right shall, subject to the provisions of this Deed and the said lease, at any time or times and from time to time, have the full and unrestricted right to pass and repass and to use such of the Residential Blocks Common Areas and Facilities, or any component part(s) thereof intended to

serve also the other parts of the Estate and as are or shall be designated by the Manager, subject to the approval of the Owners pursuant to a resolution passed in accordance with Clause 72 hereof or the Owners' Corporation (if formed) (such areas and facilities, for the purpose of this Clause, are collectively referred to as "**the said shared residential areas and facilities**"), for all purposes connected with the proper use and enjoyment of such other part(s) of the Estate, PROVIDED THAT upon the request of the Manager, such Owners of the other part(s) of the Estate shall contribute and pay a fair and due proportion of the total costs and expenses incurred in the management, operation, maintenance, insurance, servicing, repair, renovation, improvement, replacement and the charges for the supply of electricity and other outgoings in respect of the said shared residential areas and facilities, according to the proportion of the number of Management Shares allocated to such other part(s) of the Estate to the number of the Management Shares allocated to all part(s) of the Estate using or benefiting from the said shared residential areas and facilities or the relevant part(s) thereof, PROVIDED ALSO THAT F.S.I., as the Owner of the Government Accommodation, shall have no liability for any contribution, unless and until G.P.A. or its nominee or the person nominated by the Director of Lands for this purpose has (a) determined that the said shared residential areas and facilities directly serve or benefit the Government Accommodation or are used by the Owner or occupiers of the Government Accommodation and (b) approved in writing the amount of contribution payable by F.S.I.. Save and except for the decisions on (i) whether the said shared residential areas and facilities directly serve or benefit the Government Accommodation or are used by the Owner or occupiers of the Government Accommodation and (ii) the amount of contribution payable by F.S.I., any dispute or difference arising out of or in connection with the decisions and calculations of contributions in respect of the said shared residential areas and facilities shall be referred to and determined by arbitration by one arbitrator at the Hong Kong International Arbitration Centre. For the avoidance of doubt, the contributions of such costs and expenses relating to the said shared residential areas and facilities (all being parts of the Residential Blocks Common Areas and Facilities) to be made by the Owners of the Estate in accordance with this Clause shall accrue to the Owners of the Residential Blocks and be credited towards such part of the management fund relating to the whole of the Residential Blocks. For the avoidance of doubt, nothing herein shall prejudice Clause 48 and Clauses 1(a) and 4(b)(iv) in Part A of the Second Schedule of this Deed.

3. Easement rights and privileges granted to other Owners to pass and repass and to use certain HA Accommodation

In addition to the above rights and privileges, the Owners, their successors in title and assigns and their servants, visitors, workmen, licensees and occupiers, in common with the Owners and the residents and occupiers of the HA Accommodation, shall, subject to the provisions of this Deed, at any time or times and from time to time have the full and unrestricted right to pass and repass over, along, through and in and to use such of the HA Accommodation, or any components, portions or parts thereof intended to serve also the other parts of the Estate (if any) as are mutually agreed from time to time between the Owner(s) of the HA Accommodation and the Owner(s) of such other parts of the Estate as aforesaid, and any areas, systems, devices and facilities located in or within the HA Accommodation or any components, portions or parts thereof through which fresh or salt water, sewage, gas, electricity and other services are supplied to any other part(s) of the Estate as well and such other areas and any other systems, devices and facilities provided or installed in the HA Accommodation or any components, portions or parts thereof and together with all ancillary facilities, installations, equipment, apparatus and plants installed or placed or to be installed or placed therein or thereto and all related structures and systems forming part of the HA Accommodation (if any) as shall be mutually agreed from time to time between the Owner(s) of the HA Accommodation and the Owner(s) of such other parts of the Estate as aforesaid (collectively "**the said shared HA areas and facilities**") (if any) for all purposes connected with the proper use and enjoyment of such other part(s) of the Estate PROVIDED THAT upon the request of the Owner(s) of the HA Accommodation, such Owners of the other part(s) of the Estate shall contribute and pay a fair and due proportion of the total costs and expenses incurred in the

management, operation, maintenance, insurance, servicing, repair, renovation, improvement, replacement and the charges for the supply of electricity and other utilities and other outgoings in respect of the said shared HA areas and facilities, according to the proportion of the number of Management Shares allocated to such other part(s) of the Estate to the number of the Management Shares allocated to all part(s) of the Estate using or benefiting from the said shared HA areas and facilities or the relevant part(s) thereof PROVIDED ALSO THAT F.S.I., as the Owner of the Government Accommodation, shall have no liability for any contribution unless and until G.P.A. or its nominee or the person nominated by the Director of Lands for this purpose has (i) determined that the said shared HA areas and facilities directly serve or benefit the Government Accommodation or are used by the Owner or occupiers of the Government Accommodation and (ii) approved in writing the amount of contribution payable by F.S.I.. Save and except for the decisions on (i) whether the said shared HA areas and facilities directly serve or benefit the Government Accommodation or are used by the Owner or occupiers of the Government Accommodation and (ii) the amount of contribution payable by F.S.I., any dispute or difference arising out of or in connection with the decisions and calculations of contributions in respect of the said shared HA areas and facilities shall be referred to and determined by arbitration by one arbitrator at the Hong Kong International Arbitration Centre. For the avoidance of doubt, the respective contributions of such costs and expenses relating to the said shared HA areas and facilities (all being parts of the HA Accommodation) to be made by the Owners of the Estate in accordance with this Clause shall accrue to the Owner(s) of the HA Accommodation. For the avoidance of doubt, nothing herein shall prejudice Clause 48 of this Deed.

4. Rights and privileges in favour of F.S.I.

(a) There is excepted and reserved unto the Government, the Director of Lands and, in addition, upon assignment of the Government Accommodation to F.S.I. pursuant to Clause 3.21(d) of the said lease, F.S.I. (which, for the purpose of this sub-clause, shall not include its assigns) the absolute right to alter or vary, in his absolute discretion at any time, the use or the gross floor area of the Government Accommodation or any part thereof and to carry out such building works including, but not limited to, alterations, variations, additions, extensions or improvements as may be considered necessary by the Director of Lands, with or without tools, equipment, plant and machinery, to effect the right as aforesaid in this sub-clause 4(a), without having to obtain the concurrence or approval or consent of the Authority, the Owners or the Manager. The Government, the Director of Lands and F.S.I. shall have no liability for and no claim whatsoever shall be made against the Government, the Director of Lands or F.S.I. in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Authority or any Owners or the Manager arising out of or incidental to the exercise by the Director of Lands or F.S.I. of the right referred to in this sub-clause.

(b) In addition to the above rights and privileges, F.S.I., its lessees, tenants, licensees and persons authorized by it and the owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights, and privileges and easements:-

(i) the right at all times of shelter, support and protection for the Government Accommodation;

(ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the said term of years laid on or running through any part of the said land and any part of the Estate;

(iii) the right, at its own cost, to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time, at its absolute discretion, without any charge by the Authority or the Owners and without having to obtain the approval or consent of the Manager or the Owners PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to those services and facilities within the said land or any part thereof and serving all those parts of the Estate other than the Government Accommodation;

(iv) the right to go, pass and repass over and along and to use the Common Areas and Facilities or any part thereof in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the said land or any part thereof or any part of the Estate;

(v) the right at all reasonable times, with or without surveyors, contractors, workmen and others and with or without tools, motor vehicles, plant, equipment, material and machinery, to enter upon the said land or any part of the Estate for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying and reinstatement works or other works to the Government Accommodation Services or any part thereof;

(vi) the free and uninterrupted rights of way to and from the Government Accommodation;

(vii) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as F.S.I. shall deem fit and the right of access over the said land or any part thereof or any part of the Estate, with or without servants, workmen and others and with or without tools, motor vehicles, plant, equipment, machinery and material, for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

(viii) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;

(ix) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation, or any part thereof, on the walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the said land or any part of the Estate, with or without servants, workmen and others and with or without tools, motor vehicles, plant, equipment, machinery and material; and

(x) such other rights, privileges and easements as may be deemed necessary or desirable by the Director of Lands as provided in Clause 3.22(a)(ii)(III)(J) of the said lease.

(c) Any exercise of the easements, rights and privileges under this Clause 4 shall not be subject to any permission, approval or consent of the Manager or the Owners.

PART B – BURDEN OF RIGHTS AND PRIVILEGES

Rights and privileges subject to which each of the Undivided Shares and the exclusive right to hold, use, occupy and enjoy such part of the Estate is held :-

(a) Manager's right of entry for purposes of repairing, etc.

Full right and privilege for the Manager, with or without agents, surveyors, workmen and others, at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of carrying out necessary repairs to the building or any part or parts thereof (including the Unit itself), or any of the Common Areas and Facilities, or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein, or any other apparatus, equipment or services used or installed for the benefit of the said land and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment, or to abate any hazard or nuisance and, generally, for the purpose of exercising the powers and functions of the Manager under this Deed or Sub-Deed (if any), causing as little disturbance as possible, and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall, at its own costs and expenses, make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents, and ensure that the least disturbance is caused AND PROVIDED FURTHER THAT, in case of the Manager exercising its right of entry into the Government Accommodation or any part thereof pursuant to this Clause, such entry shall be for maintenance and repair purposes only and the Manager requires the prior approval of F.S.I. or G.P.A. or its nominee for any such entry (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation by such entry.

(b) Right to passage of water, etc.

The free and uninterrupted passage and running of water, sewage, gas and electricity from and to the Estate (other than that part owned by him) through the sewers, drains water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through that part of the Estate owned by him or any part or parts thereof.

(c) Government's rights under the said lease

Full rights and privileges of the Government, the Director of Lands, the Director of Highways, the Director of Drainage Services, the Water Authority and other Government departments specifically excepted and reserved in the said lease.

(d) Rights in respect of Waterworks Reserve Area

The right in favour of the Government, the Director of Lands and the Water Authority, its or their duly authorized officers, contractors, licensees, workmen, whether employed by the Water Authority or the Government or the Director of Lands or by their duly authorized contractors or licensees, whether with or without tools, equipment, machinery

or motor vehicles, of free and unrestricted ingress, egress and regress and at all times to, from and through the said land or any part thereof for the purposes of inspecting, laying, installing, operating, maintaining, repairing and renewing any or all of the Waterworks Installation running across, through or under the Waterworks Reserve Area in accordance with Clause 3.28(c) of the said lease.

(e) Rights in respect of Cable Reserve Area

(i) The full right in favour of the Government (until such right is released by the Director of Lands in accordance with Clause 3.29(i) of the said lease) to divert the Cables and the Cable Installations or any part or parts thereof to such location or locations outside the said land in accordance with, such diversion to be carried out by CLP Power Hong Kong Limited or the duly authorized officers, contractors, agents or workmen of CLP Power Hong Kong Limited or the Government. .

(ii) The right in favour of the Director of Lands, CLP Power Hong Kong Limited and their duly authorized officers, contractors, agents, workmen and any other persons authorized by any or all of them, with or without tools, equipment, plant, machinery or motor vehicles, free of cost and charges and without any interruption, of free and unrestricted ingress, egress and regress to, from and through the said land or any part thereof and any building or buildings or structure or structures erected or to be erected thereon at all times throughout the said term of years, for the purpose of carrying out survey, inspection, repair, maintenance, diversion, improvement, replacement, renewal or development works of the Cables and the Cable Installations and carrying out survey, inspection, reinstatement, making good and rectification works under Clause 3.29(c) and (j) of the said lease or any other works which the Director of Lands may, in his absolute discretion, consider necessary in the Cable Reserve Area as mentioned in Clause 3.29(j)(i) of the said lease.

(f) Other rights

Easements, rights and privileges equivalent to those set forth in Clauses 1, 2 and 3 of Part A of this Schedule.

THE THIRD SCHEDULE
(REFERRED TO IN CLAUSE 9)

Covenants, provisions and restrictions referred to in Clause 9 of this Deed :-

1. To pay due proportion of Management Expenses

To pay the due proportion hereinbefore mentioned of all costs, charges, expenses and contribution which may be or become payable for or in connection with the management of the Estate in accordance with the provisions of this Deed.

2. To pay rates, etc.

To pay and discharge all existing and future Government rents, taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Estate owned by him and to indemnify the other Owners from and against all liability therefor.

3. Obligations to repair interior of Units

To keep the interior of such part of the Estate of which he is the Owner and all the fittings, fixtures, wiring, plumbing, gas pipes (other than those owned by the Gas Company), the drying racks (if any) and other services therein or serving exclusively such part of the Estate which do not form part of the Common Areas and Facilities in good repair and condition and to maintain the same in a manner consistent with the preservation of the Estate as a whole.

4. Not to obstruct access to open space, main roof and upper roof

Not to obstruct or to permit or suffer any act or thing which might impede the access to and escape from any open space, main roof or upper roof of any building within the Estate, or any part thereof, in the event of fire and other emergency or for any purposes authorized by this Deed.

5. Obligations to indemnify loss or damage due to overflow of water, etc.

To be responsible for and indemnify the Manager, the Authority and all other Owners and occupiers against all actions, proceedings, costs, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as a result of the act or negligence of any occupier of any part of the Estate of which he is the Owner or any person using such part of the Estate with his consent, express or implied, or by or through or in any way due to the overflow of water or the escape of electricity or gas therefrom.

6. Recovery of loss or damage by the Manager or affected parties

To be responsible to the Manager, the Authority and the other Owners for the acts and omissions of all persons occupying or visiting any part of the Estate of which he is the Owner, or using the same with his express or implied consent, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is obliged under the terms of this Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as hereinbefore provided and, in the case of loss or damage suffered by the Authority or other Owners or occupiers of the Estate which the Manager is not responsible to repay 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.

7. Service of notice

(a) All notices required to be served upon the Manager shall be sufficiently served if sent by registered post addressed to or, if by hand, left at the office of the Manager in the Estate.

(b) Any Owner (other than Owner(s) of the HA Accommodation or the Owner of the Government Accommodation) who is not residing in his Unit shall provide the Manager with an address in Hong Kong for service of notices under this Deed.

(c) Any Owner (other than Owner(s) of the HA Accommodation or the Owner of the Government Accommodation) who does not reside in the jurisdiction of Hong Kong must provide the Manager with an address for service of notices within the jurisdiction. In the event that the Owner shall fail to provide the Manager with a Hong Kong correspondence address, then the Manager may treat the address of the Unit as the address for service of notices.

8. To notify change of ownership

In the event of any change of ownership, whether by sale, assignment, mortgage, charge or otherwise, to notify the Manager in writing of the change within 14 days from the date of such change.

9. To observe the said lease etc.

To observe, perform and comply with all the covenants, conditions and provisions of the said lease, this Deed, Sub-Deed (if any) and the House Rules.

10. To observe Housing Ordinance

To observe and comply with the provisions of the Housing Ordinance (Cap.283) (including any regulations, subsequent amendments, by-laws made or to be made under such provisions from time to time).

11. Not to make structural alteration

Subject to the rights reserved to the Authority and the Owner of the Government Accommodation, not to make any structural alteration to any part of the Estate of which he is the Owner without the prior permission of the Manager, nor make any structural alteration which may damage or affect or will interfere with the use and enjoyment of any part or parts of the said land or the Estate or interfere with or affect the right of any other Owners, and nothing herein shall have the effect of preventing an Owner from taking action against another Owner for a breach of this provision.

12. Not to cut, damage, etc. Common Areas and Facilities

Not to cut, damage, alter or interfere with or permit or suffer to be cut, damaged, altered or interfered with any part or parts of the Common Areas and Facilities or any of the sewers, drains, water-courses, conduits, pipes, cables, wiring, fixtures, equipment, apparatus or services of the Estate.

13. Use in accordance with the said lease, etc.

Not to use or permit or suffer any Unit of which he is the Owner to be used for any purpose whatsoever, except in accordance with the said lease, this Deed, Sub-Deed (if any) and any ordinances and regulations from time to time applicable thereto.

14. Not to use for illegal or immoral purpose, etc.

Not to use or permit or suffer any part of the Estate of which he is the Owner to be used for any illegal or immoral purpose nor cause or permit or suffer to be done any act or thing in any such part of the Estate which may be contrary to or in breach of any relevant ordinance, regulation or by-law or the covenants, terms, and conditions under which the said land is held or which may be or become a nuisance or annoyance to or cause damage to other Owners and occupiers for the time being of the said land and the Estate.

15. No obstruction of Common Areas and Facilities

(a) Not to obstruct any part or parts of the Common Areas and Facilities and not to place or leave thereon any refuse or other matter or things and not to do nor suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of the said land and the Estate.

(b) Not to put or place any dust and refuse bins, furniture or chattels or any other things in the corridors, lifts, staircases, fire escape routes or any part or parts of the Common Areas and Facilities.

(c) Not to place or permit or suffer any obstruction to be placed in any part or parts of the emergency vehicular access(s)/access road(s) or any part or parts of the Common Areas and Facilities.

16. Not to exhibit advertisements, etc.

Subject to the rights reserved to the Authority including its lessees, tenants, licensees and authorized persons of the HA Accommodation under Clause 11(f), Clause 11(g) and Clause 11(w) of this Deed, and the rights and privileges reserved to F.S.I., its lessees, tenants, licensees and authorized persons of the Government Accommodation and owner and occupier for the time being of the Government Accommodation under Clause 4(b)(vii) of Part A of the SECOND SCHEDULE HERETO, not to exhibit in or upon any part of the Estate any name, writing, drawing, signboard, display, advertisement or placard of any kind PROVIDED THAT this Clause shall not apply to the exhibition of the Owner's or occupier's name in the places specifically provided therefor in the entrance halls (if any) and outside each Unit.

17. Not to paint exterior of building

Except as provided herein and Subject to Clause 11(f), Clause 11(g) and Clause 11(w) of this Deed, not to paint the outside of the Estate or any part of the said land and not to do or permit or suffer to be done anything which may or will in any way alter the facade or external appearance (including the paint or colour thereof) of any building in the Estate or main door of any premises in any such building without the prior consent in writing of the Manager.

18. Not to affect insurance

Not to do or permit or suffer to be done any act or thing in contravention of the said lease or whereby any insurance on the said land or the Estate 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, in addition to any other liability incurred thereby, to pay the amount of any increase in premium caused by or on account of such breach.

19. Not to partition

Not at any time to exercise or attempt to exercise any statutory or common law right to partition the Estate or any part thereof.

20. Not to use certain Unit(s) for business purposes, etc.

Subject to and save for the rights reserved in this Deed to the Authority, not to use or permit or suffer to be used any Unit within any of the Residential Blocks as a guest house, ballroom, cabaret or discotheque, dance-hall or bar of any kind, nursery, gymnasium, school, clinic, hotel, office or for any religious gathering, tutorial or cooking classes or any other business or any commercial or industrial purpose whatsoever.

21. Preservation of trees

Not to interfere with or remove any trees growing on the said land or adjacent thereto without the prior written consent of the Manager and the Director of Lands.

22. No use of rock crushing plant

Not to use or permit or suffer the use of any rock crushing plant on the said land except with the prior written approval of the Director of Lands.

23. Not to erect signs, etc. without consent

Subject to Clause 11(f), Clause 11(g) and Clause 11(w) of this Deed and save for the rights reserved in this Deed to the F.S.I., not to erect, install, affix or project any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever extending outside the exterior of the Estate or any part of the said land or otherwise affixed to or projected from the Estate or the said land or any part thereof Provided That this Clause shall not apply to the HA Accommodation, so long as the same is solely owned by the Authority.

24. Restriction on use of the Parking Spaces, Parking, Loading and Unloading Spaces, spaces for the parking, loading and unloading of motor vehicles forming part of the Commercial Areas and space for the loading and unloading of refuse collection vehicles (if any)

Without prejudice to the right of the Owner of the Government Accommodation to use the spaces for the parking, loading and unloading of motor vehicles forming part of the Government Accommodation, for the respective purposes set out in Clauses 3.21(a)(ii) and 3.21(a)(iii), not to use or permit or suffer to be used the Parking Spaces, the Parking, Loading and Unloading Spaces, the spaces for the parking, loading and unloading of motor vehicles forming part of the Commercial Areas and the space for the loading and unloading of refuse collection vehicles (if any) for any purpose other than for the respective purposes set out in Clauses 3.24(a) to 3.24(c) of the said lease and, in particular, not to use or permit or suffer to be used the Parking Spaces, the Parking, Loading and Unloading Spaces, the spaces for the parking, loading and unloading of motor vehicles forming part of the Commercial Areas and the space for the loading and unloading of refuse collection vehicles (if any) for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

25. No erection of grave or columbarium

No grave or columbarium shall be erected or made on the said land, nor shall any human remains or animal remains, whether in earthenware jars, cinerary urns or otherwise, be interred therein or deposited thereon.

26. Maintenance of Slope Structures and deposit of Slope Maintenance Manual

The Owners shall, at their own expenses, maintain and carry out all works in respect of the Slope Structures as required by the said lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The Authority shall deposit a full copy of the Slope Maintenance Manual in the management office of the Estate within one month after 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.

27. Restriction on the use of Greenery Area

The Greenery Area (including the vertical greenery areas), forming part of the Estate Common Areas and Facilities and the Residential Blocks Common Areas and Facilities, shall be used in compliance with the Sustainable Building Design Guidelines issued by Buildings Department, shall not be used for any other purpose without the prior consent of the Independent Checking Unit of the Office of the Permanent Secretary for Housing (formerly, the Independent Checking Unit of the Office of the Permanent Secretary for Transport and Housing (Housing)) or the Building Authority and, except with the prior written approval of the Permanent Secretary for Housing (formerly, the Permanent Secretary for Transport and Housing (Housing)), shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the approved Submission (referred to in Clause 3.14(h) of the said lease).

28. Not to convert and designate or re-convert or re-designate the Common Areas and Facilities

(a) Subject to Clause 11(f), Clause 11(g) and Clause 11(w) of this Deed, no Owner (including the Authority) may convert any of the Common Areas and Facilities to his own use or for his own benefit, unless the approval of the Owners' Committee has been obtained, and any payment received for the approval must be credited to the Special Fund.

(b) Subject to Clause 11(k), Clause 11(u) and the provisions in sub-clause (d) below, no Owner (including the Authority) shall have the right to convert or designate any of his own areas as Common Areas and Facilities, unless (1) the approval of the Owners in meeting held pursuant to Clause 72 hereof has been obtained and (2) such conversion or designation does not affect the proper use and enjoyment of the Government Accommodation.

(c) No Owner (including the Authority) and no Manager (including the DMC Manager) shall have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

(d) Notwithstanding anything contained in sub-clause (b) above, the exercise of the right of the Authority to designate the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities pursuant to Clause 11(t) and in accordance with Clause 83 hereof shall not require any approval of the Owners in meeting held pursuant to Clause 72 hereof.

29. Restriction on merging of Residential Unit(s)

(a) Not to carry out or permit or suffer to be carried out any works in connection with any Residential Unit including, but not limited to, demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and, if given, may be subject to such terms and

conditions (including payment of fees) as may be imposed by him at his absolute discretion; and

(b) The Manager shall deposit in the management office of the Estate the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in sub-clause (a) above of this Clause 30 for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund.

30. Restriction on tree planting and site formation at the Waterworks Reserve Area

Except with the prior written consent of the Director of Lands, tree planting and site formation shall be prohibited at the Waterworks Reserve Area.

31. Restriction on erection or construction of building or structure in the Cable Reserve Area

(a) No building or structure or support or foundation for any building or structure shall be erected or constructed on, and no tree shall be planted in the Cable Reserve Area.

(b) Prior to the commencement of any works whatsoever within a distance of 3.0 metres in all directions of the Cables and the Cable Installations, the Owners shall consult the Director of Lands and CLP Power Hong Kong Limited so as to ensure that any such works do not damage, interfere with or endanger the safe operation of the Cables and the Cable Installations and, if required by the Director of Lands, the Owners shall, at their own expense, take such precautions as may be required by CLP Power Hong Kong Limited to ensure the safe operation of the Cables and the Cable Installations.

THE FOURTH SCHEDULE
(REFERRED TO IN CLAUSES 1 and 20(b))

HOUSE RULES

1. Parking

No portion of the Estate (except within the Parking Spaces and with the permission of the Owners thereof) may be used by any Owner or occupier for vehicle (for the avoidance of doubt, including motor vehicles and motor cycles) parking purposes.

2. Guest Parking

Each Owner shall ensure that his guests do not use any part of the Estate except within the Parking Spaces (and with the permission of the Owners thereof) or within the Visitors' Car Parking Spaces (and with the permission of the Manager after the designation of the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities in accordance with the provisions of this Deed) for vehicle (for avoidance of doubt, including motor vehicles and motor cycles) parking purposes.

3. Employee of Manager

No Owner or occupier may use or employ an employee of the Manager for his own private or business purposes whether within or outside the Estate, provided that whilst the Authority remains to be the Manager as well as the Owner of the HA Accommodation or any part thereof, the Authority and its employees are entitled to manage, at the sole cost of the Authority, the HA Accommodation or such part thereof which remains in the Authority's ownership and, for the avoidance of doubt, the management and maintenance costs for the HA Accommodation or any part thereof will not be included in the management budget nor in the calculation of the Manager's remuneration under this Deed.

4. No aerial to be erected outside

Subject to Clause 11(f) and Clause 20(ag) of this Deed and Clause 4(b) of Part A of the SECOND SCHEDULE HERETO, no Owner or occupier may attach or erect any radio or television aerial to or from the exterior of any building within the Estate Provided That this Clause shall not apply to the HA Accommodation, so long as the same is solely owned by the Authority.

5. Disposal of refuse

Refuse shall be disposed of in such manner as the Manager shall direct, subject to the satisfaction of the Director of Lands and the Director of Food and Environmental Hygiene.

6. No external shades, etc.

Subject to Clause 11(f), Clause 11(g) and Clause 11(w) of this Deed, no external shades, awnings or window guards may be used in or on any building within the Estate and no Owner may paint the outside of his Unit or any building or any part thereof nor alter the exterior window glass nor do any other act or thing which would alter or affect the external appearance of any building except such as may have been approved in writing by the Manager Provided That this Clause shall not apply to the HA Accommodation, so long as the same is solely owned by the Authority.

7. No flower pot, etc. outside building

No Owner or occupier may place, install, exhibit or affix any flowerpot, frame or cage on or at any window or on or upon any part of the exterior of any building within the Estate.

8. No clothing or laundry outside

No clothing or laundry may be hung outside any Unit (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities of the Estate.

9. No sign, signals, etc.

Subject to Clause 11(f), Clause 11(g) and Clause 11(w) of this Deed and Clause 4(b)(vii) of Part A of the SECOND SCHEDULE HERETO and Clauses 16 and 17 of the THIRD SCHEDULE HERETO, no sign, signal, advertisement or illumination may be inscribed or exposed on or at any window or other part of any building within the Estate, nor may any unauthorized object be projected out of any window of any building, except with the prior consent of the Manager who may, in granting such consent, impose such conditions as he deems fit.

10. Installation of air-conditioners

No air conditioning unit may be installed on or through the external wall of any part of any building within the Estate, except in the apertures provided, unless with the specific written permission of the Manager who may, when giving consent, impose such conditions including, but not limited to, the taking of measures to avoid condensation dripping onto premises below or to avoid excessive noise.

11. No playing in common halls

The common halls, stairways and lifts of all buildings within the Estate are not for play. Any damage to any part of any building within the Estate or discolouration of the walls or decorations in or of any building shall be paid for by the person or persons who cause such damage or discolouration or by the Owner or occupiers of such part of the Estate in which such person or persons reside or are visiting.

12. No obstructions

Except as permitted under the provisions of this Deed, no article or obstruction may be placed in any of the Common Areas and Facilities or any building in the Estate. No article or obstruction may be placed in any part of the emergency vehicular access(s)/access road(s).

13. To keep clean

Each Owner or occupier shall keep such part of the Estate owned or occupied by him in a good state of preservation and cleanliness and shall be responsible for ensuring that no dirt, refuse, waste or other matter is dropped from or thrown or swept outside the same on to the Common Areas and Facilities or onto any part of the Estate.

14. Flush system

No Owner may do or suffer or permit to be done anything whereby the flush or drainage system of any building within the Estate may be clogged or the efficient working thereof impaired.

15. Water-closets or apparatus

Water-closets and other water apparatus in any building within the Estate may not be used for any purpose other than those for which they were constructed, nor may any sweepings, refuse, rags or any other articles be deposited in the same. Any damage resulting from misuse of any water-closets or apparatus shall be paid for by the Owner or occupier of such part of the Estate in which it shall have been caused.

16. Noise

No Owner or occupier may make or permit to be made any disturbing noise in any building within the Estate or do or permit anything to be done in any building which may interfere with the rights, comfort or conveniences of other Owners or occupiers. No Owner or occupier may play or permit or suffer to be played mahjong or any musical instrument or permit or suffer to be operated any wireless television or recording equipment in such part of the Estate owned or occupied by him between the hours of 11 o'clock p.m. and the following 7 o'clock a.m. so as to disturb or annoy other occupants of any building.

17. No animal, etc.

(a) No dogs may be brought or kept upon any part of the Estate.

(b) Subject to sub-clause (a) of this Clause 17, no animal, bird or livestock of any description may be brought or kept upon any part of the Estate without the prior written consent of the Manager PROVIDED THAT (i) dogs, cats, pets, fowls, birds and other animals may be kept in any part of the Commercial Areas of the HA Accommodation operating as a pet shop or veterinary clinic, (ii) there may be kept such livestock, live poultry or animals in such reasonable quantities and of such types as are appropriate in relation to the business of any restaurant or any other businesses operating in the Commercial Areas of the HA Accommodation, subject to compliance with the applicable laws and regulations.

18. Manager's consent

Any consent or approval given under the House Rules by the Manager may be revoked at any time.

19. To repair defective drains, etc.

Each Owner or occupier shall be responsible, upon notification by the Manager, to repair any defective drains, outlets or connections to any water-closets or other water apparatus in such part of the Estate owned or occupied by him and shall be responsible for any damage to any other part of the Estate resulting from the disrepair of the said drains, outlets and connections.

20. Water from common pipes

No Owner or occupier may obtain or cause to be obtained any water from any supply pipe installed in the Common Areas and Facilities for cleaning or washing private cars or vehicles of any description.

21. Floor loading capacity

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

22. Metal grille, shutter or gate

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 metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities and the design of any metal grille or shutter or gate shall, prior to the installation thereof, first be submitted to the Manager for its approval in writing and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed.

23. Dangerous goods, etc.

No Owner shall store or permit to be stored in any Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating PROVIDED THAT there may be stored or permit to be stored in any part of the Commercial Areas of the HA Accommodation any hazardous, dangerous, combustible or explosive goods or materials in such reasonable quantities and of such types as are appropriate in relation to the business of any restaurant or any other businesses operating in the Commercial Areas of the HA Accommodation, subject to compliance with the applicable laws, rules, codes of practice, guidelines, standards and regulations.

24. Complaints concerning Estate

All complaints touching or concerning the Estate or any part thereof shall be made in writing to the Manager.

PROVIDED ALWAYS THAT the rules contained in this FOURTH SCHEDULE must not be inconsistent with the provisions of this Deed and, in the event of any conflict between the provisions of this Deed and the aforesaid rules, the former shall prevail.

THE FIFTH SCHEDULE
(REFERRED TO IN CLAUSE 94)

The Works and Installations

The Works and Installations shall include the following items : -

1. Structural elements;
2. External wall finishes and roofing materials;
3. Fire safety elements;
4. Plumbing system;
5. Drainage system;
6. Window installations;
7. Fire services and water pump installations and equipment;
8. Electrical installation and security system;
9. Lift installations;
10. Gas Supply System;
11. Play equipment;
12. Planting areas and Greenery Area;
13. Mechanical ventilation system;
14. Refuse handling system;
15. Communal aerial broadcast distribution system; and
16. Slope Structures

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

The Authority

SIGNED, SEALED AND DELIVERED by)
)
)
)
for and on behalf of the Hong Kong Housing)
)
Authority duly authorized under and by virtue)
)
of Section 10 of the Housing Ordinance)
)
(Cap. 283) in the presence)
)
of/whose signature(s) is/are verified by :-)

The First Purchaser

SIGNED, SEALED AND DELIVERED by)
)
the First Purchaser (who having been)
)
identified by the production of his/her/their)
)
Hong Kong Identity Card(s) No(s).)
)
)
)
in the presence of :-)

INTERPRETED to the First Purchaser by :-

SIGNED, SEALED AND DELIVERED by)
)
)
)
for and on behalf of the Hong Kong Housing)
)
Authority, DMC Manager, duly authorized)
)
under and by virtue of Section 10 of the)
)
Housing Ordinance (Cap. 283) in the presence)
)
of/whose signature(s) is/are verified by :-)

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THE SECOND SCHEDULE (REFERRED TO IN CLAUSE 8) 83

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THE FOURTH SCHEDULE (REFERRED TO IN CLAUSES 1 and 20(b)) 96

THE FIFTH SCHEDULE (REFERRED TO IN CLAUSE 94) 100

Signing page 101

V = VIOLET - PARKING AREAS

V = VIOLET CROSS HATCHED BLACK - COMMERCIAL AREAS

I = INDIGO - GOVERNMENT ACCOMMODATION

Y = YELLOW - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES (VERTICAL GREENERY AREA OF 770.846 SQ.M.)

O = ORANGE - ESTATE COMMON AREAS AND FACILITIES

O = ORANGE HATCHED BLACK - ESTATE COMMON AREAS AND FACILITIES (GREENERY AREA OF 1,581.559 SQ.M.)

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

B = BROWN HATCHED BLACK - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES (GREENERY AREA OF 4,234.740 SQ.M.)

NOT TO SCALE

ESTATE BOUNDARY LINE

SITE LAYOUT PLAN
CHING FU COURT
TSING YI TOWN LOT NO. 194

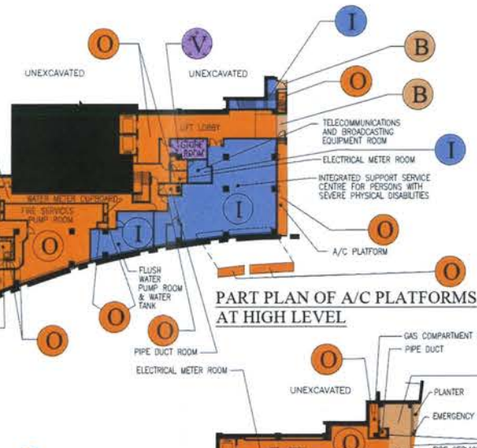
DATE OF CERTIFICATION: 6 JUNE 2022

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

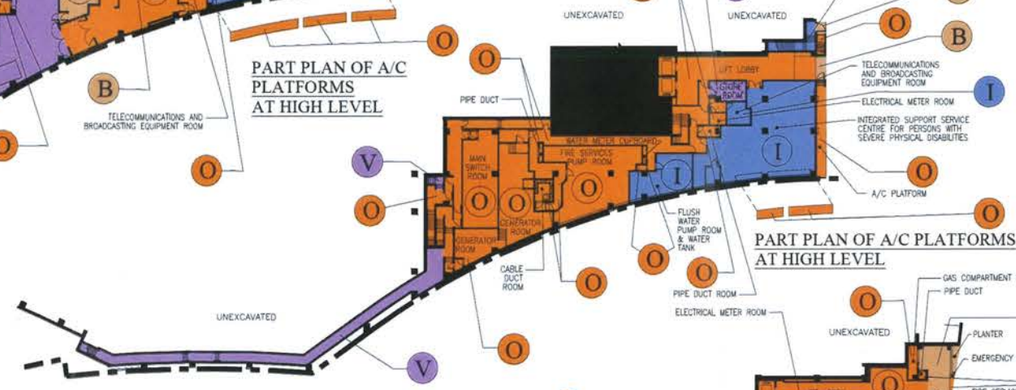
YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

N

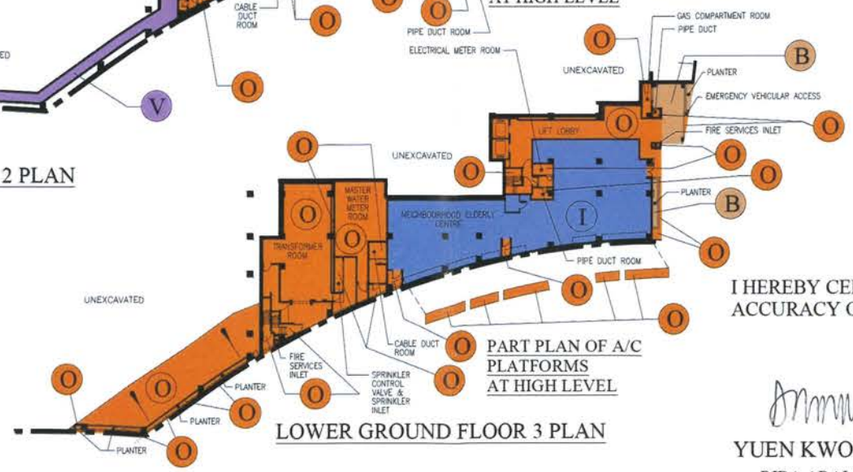
LOWER GROUND FLOOR 1 PLAN



PART PLAN OF A/C PLATFORMS AT HIGH LEVEL



LOWER GROUND FLOOR 2 PLAN



LOWER GROUND FLOOR 3 PLAN

(V) = VIOLET - PARKING AREAS

(V) = VIOLET CROSS HATCHED BLACK - COMMERCIAL AREAS

(V) = VIOLET WITH BLACK CROSS - ASSOCIATED AREAS FOR HA ACCOMMODATION

(I) = INDIGO - GOVERNMENT ACCOMMODATION

(O) = ORANGE - ESTATE COMMON AREAS AND FACILITIES

(B) = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

NOT TO SCALE

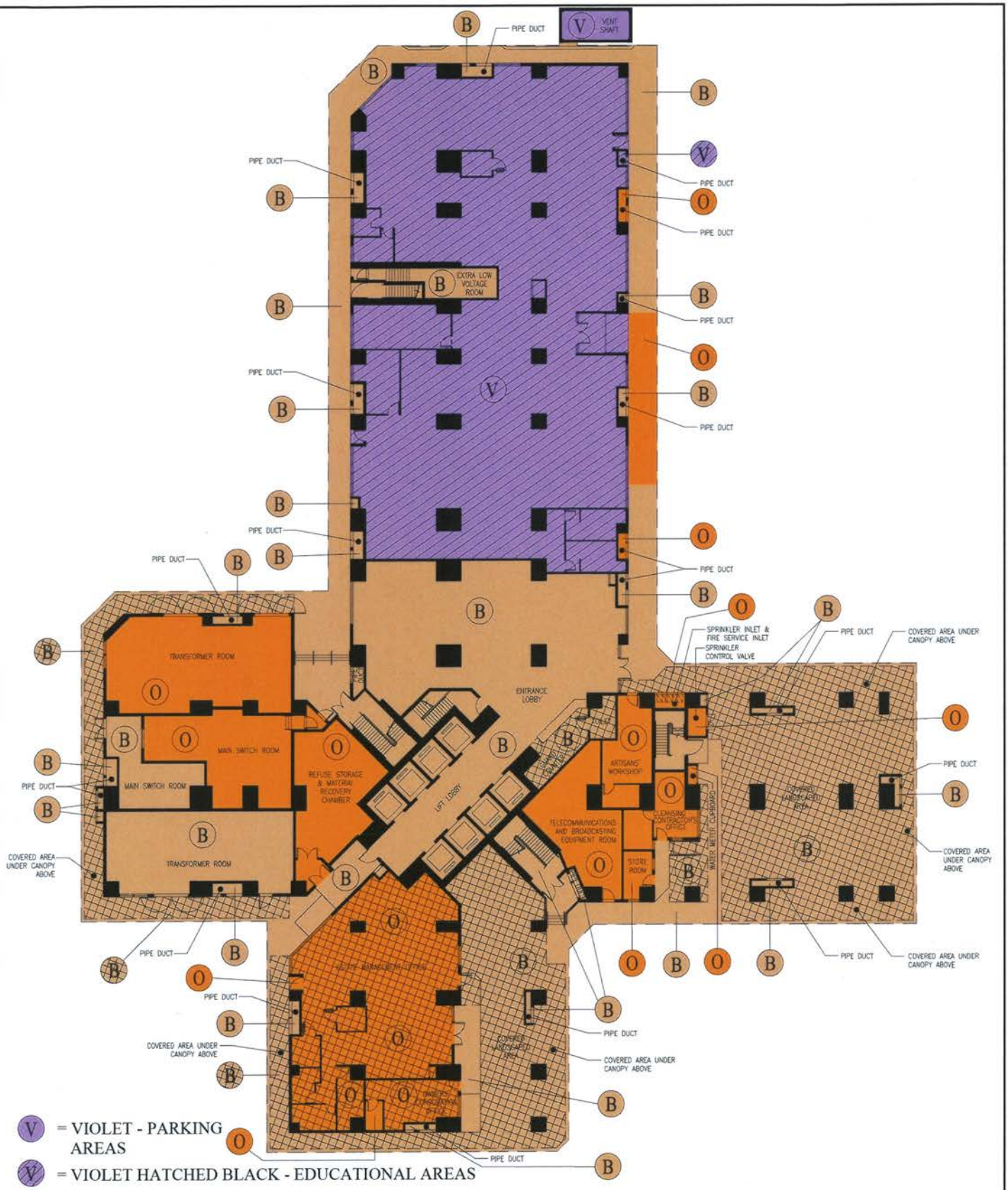
— · — · — ESTATE BOUNDARY LINE

LOWER GROUND FLOOR 1 PLAN, LOWER GROUND FLOOR 2 PLAN AND LOWER GROUND FLOOR 3 PLAN
SITE LAYOUT
CHING FU COURT
TSING YI TOWN LOT NO. 194

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022



V = VIOLET - PARKING AREAS

V = VIOLET HATCHED BLACK - EDUCATIONAL AREAS

O = ORANGE - ESTATE COMMON AREAS AND FACILITIES

O = ORANGE CROSS HATCHED BLACK - ESTATE COMMON AREAS AND FACILITIES (GFA CONCESSIONS AREA)

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

B = BROWN CROSS HATCHED BLACK - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES (GFA CONCESSIONS AREA)

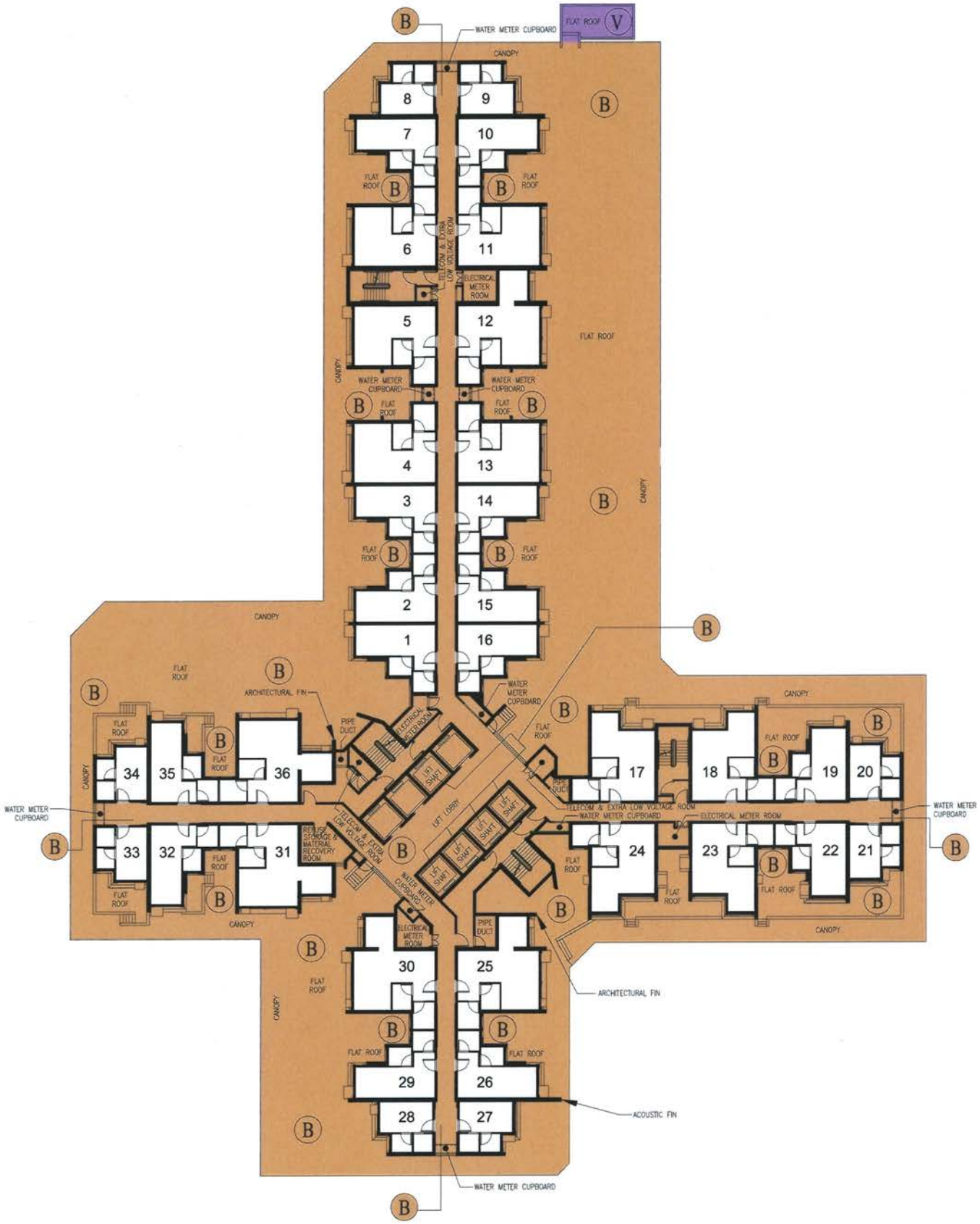
NOT TO SCALE

GROUND FLOOR PLAN
BLOCK A
CHING FU COURT
TSING YI TOWN LOT NO. 194

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022



V = VIOLET - PARKING AREAS

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

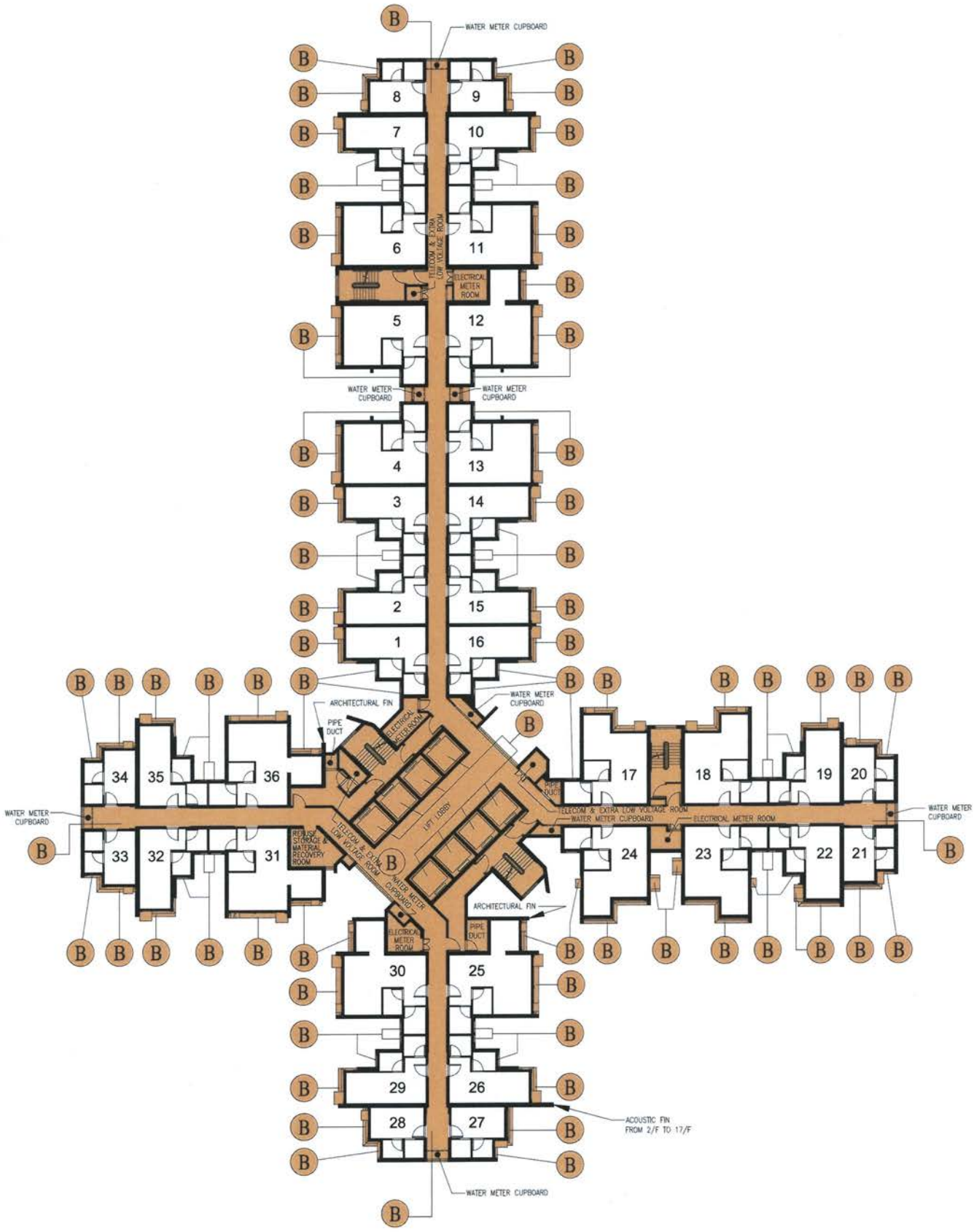
NOT TO SCALE

1ST FLOOR PLAN
BLOCK A
CHING FU COURT
TSING YI TOWN LOT NO. 194

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

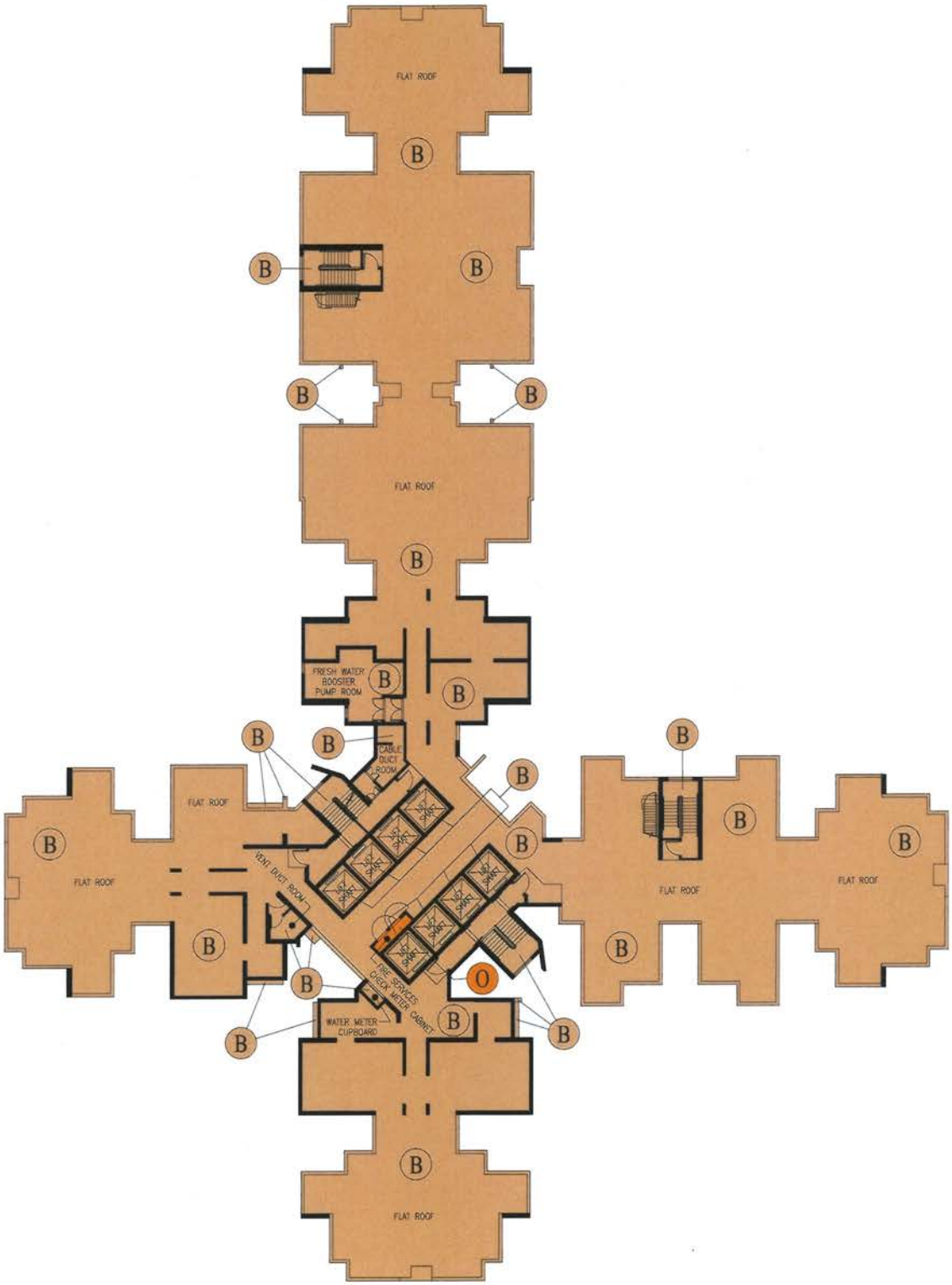
B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

NOT TO SCALE

2ND TO 40TH FLOOR PLAN
BLOCK A
CHING FU COURT
TSING YI TOWN LOT NO. 194

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022



O = ORANGE - ESTATE COMMON AREAS AND FACILITIES

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

NOT TO SCALE

MAIN ROOF PLAN
BLOCK A
CHING FU COURT
TSING YI TOWN LOT NO. 194

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022

LIFT MACHINE ROOM PLAN

O = ORANGE - ESTATE COMMON AREAS AND FACILITIES

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

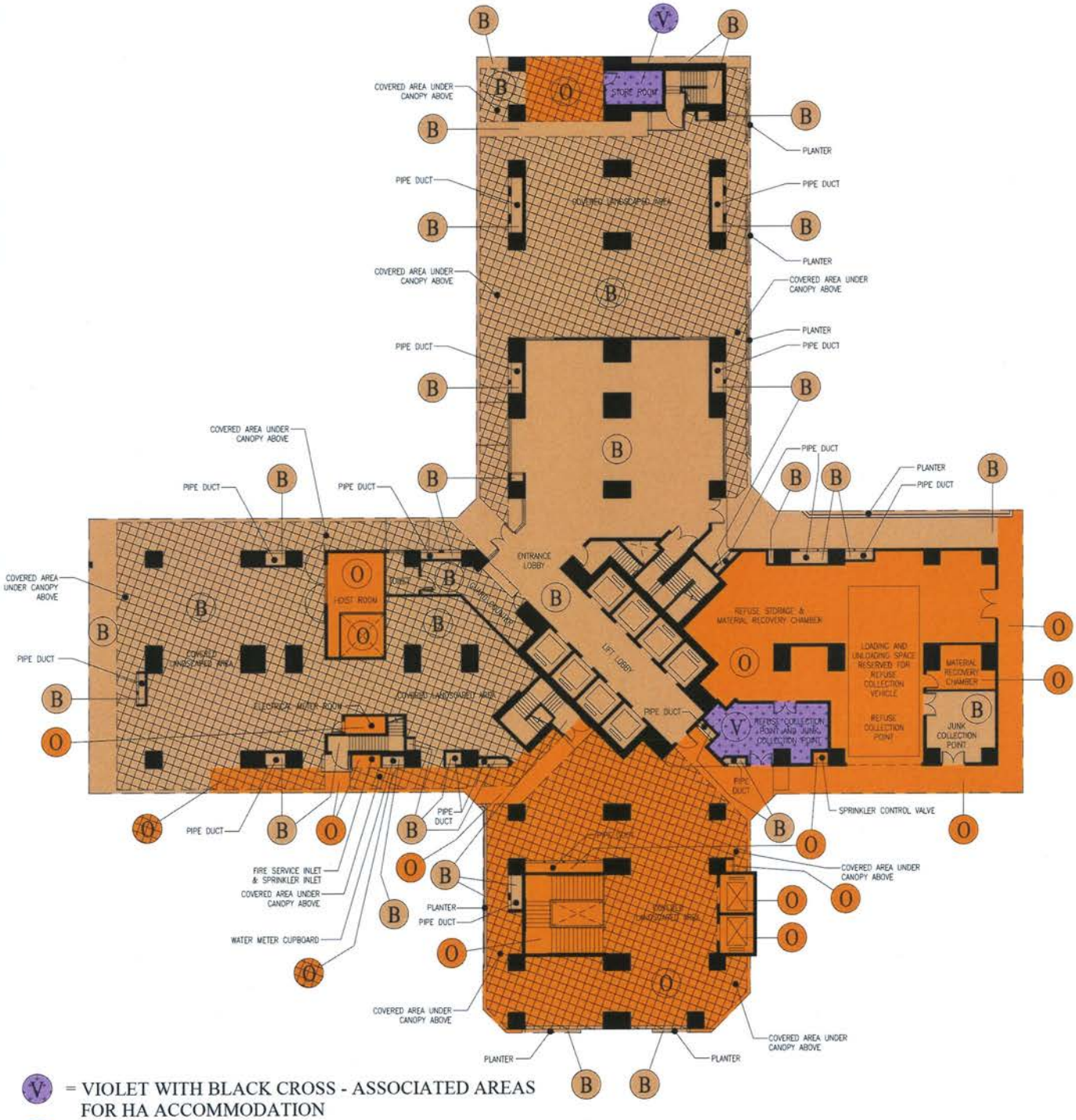
NOT TO SCALE

LIFT MACHINE ROOM PLAN, UPPER ROOF PLAN AND TOP ROOF PLANS
BLOCK A
CHING FU COURT
TSING YI TOWN LOT NO. 194

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022



V = VIOLET WITH BLACK CROSS - ASSOCIATED AREAS FOR HA ACCOMMODATION

O = ORANGE - ESTATE COMMON AREAS AND FACILITIES

O = ORANGE CROSS HATCHED BLACK - ESTATE COMMON AREAS AND FACILITIES (GFA CONCESSIONS AREA)

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

B = BROWN CROSS HATCHED BLACK - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES (GFA CONCESSIONS AREA)

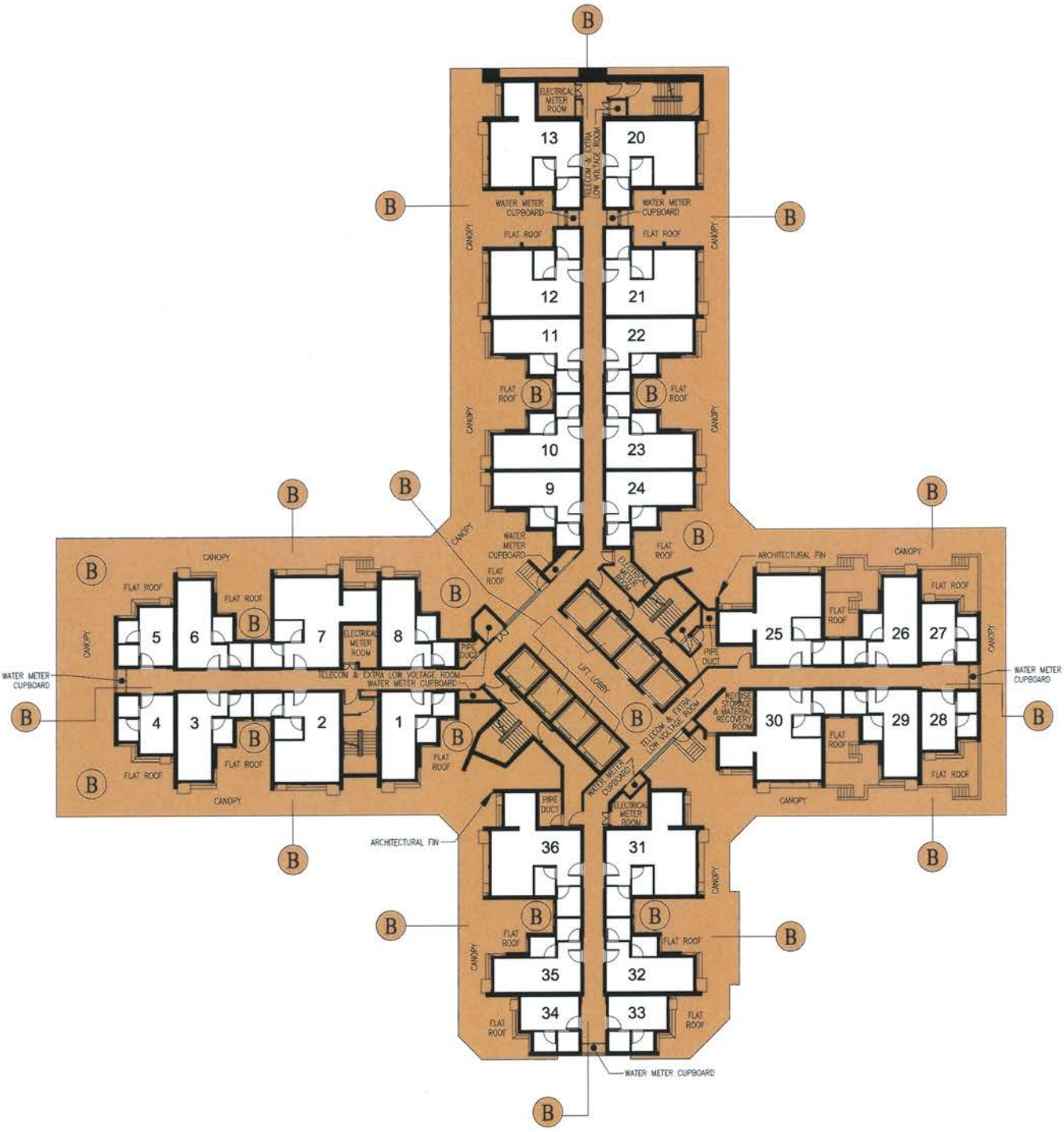
NOT TO SCALE

GROUND FLOOR PLAN
BLOCK B
CHING FU COURT
TSING YI TOWN LOT NO. 194

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

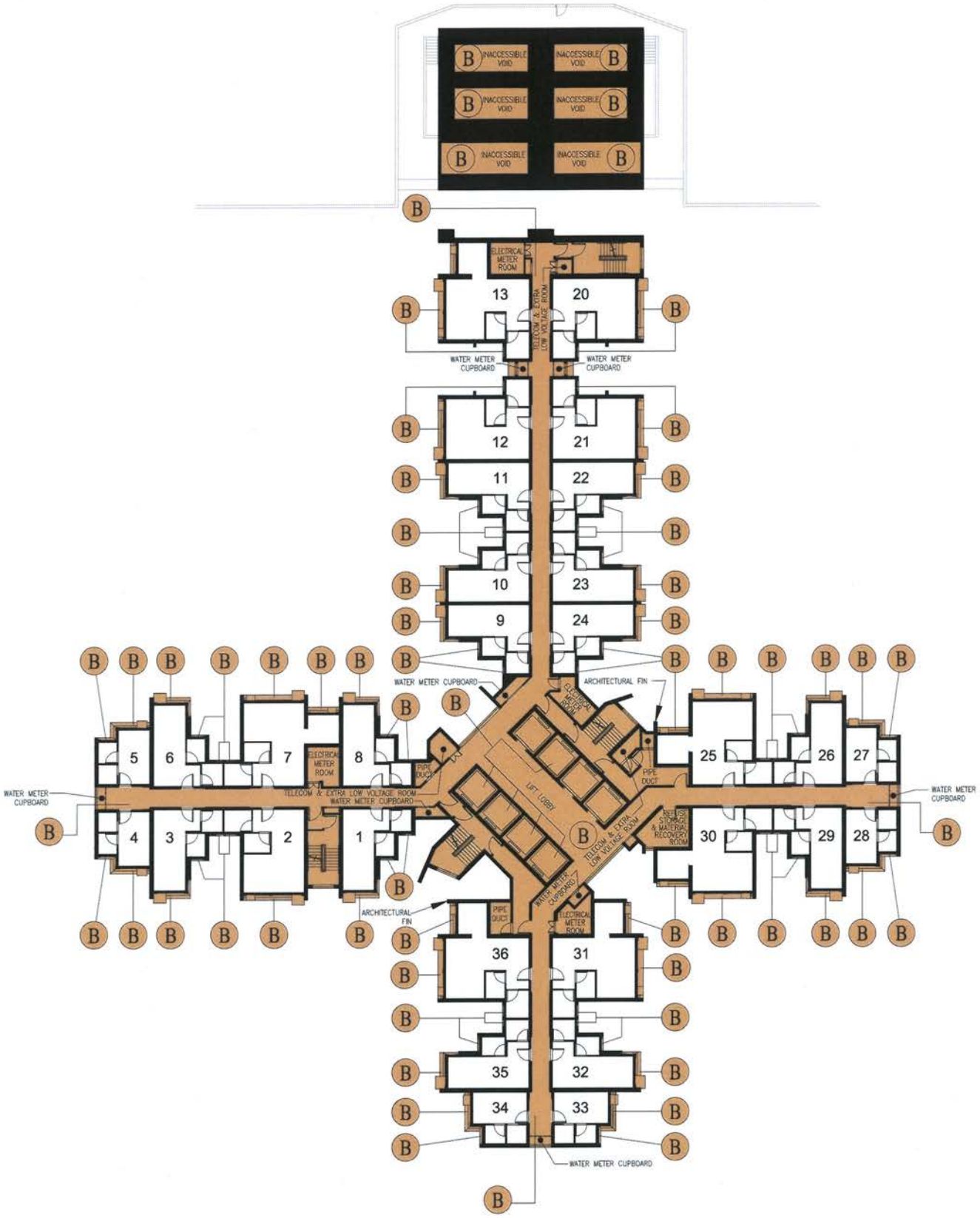
NOT TO SCALE

1ST FLOOR PLAN
BLOCK B
CHING FU COURT
TSING YI TOWN LOT NO. 194

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022

ROOF OF RETAIL COMPLEX



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

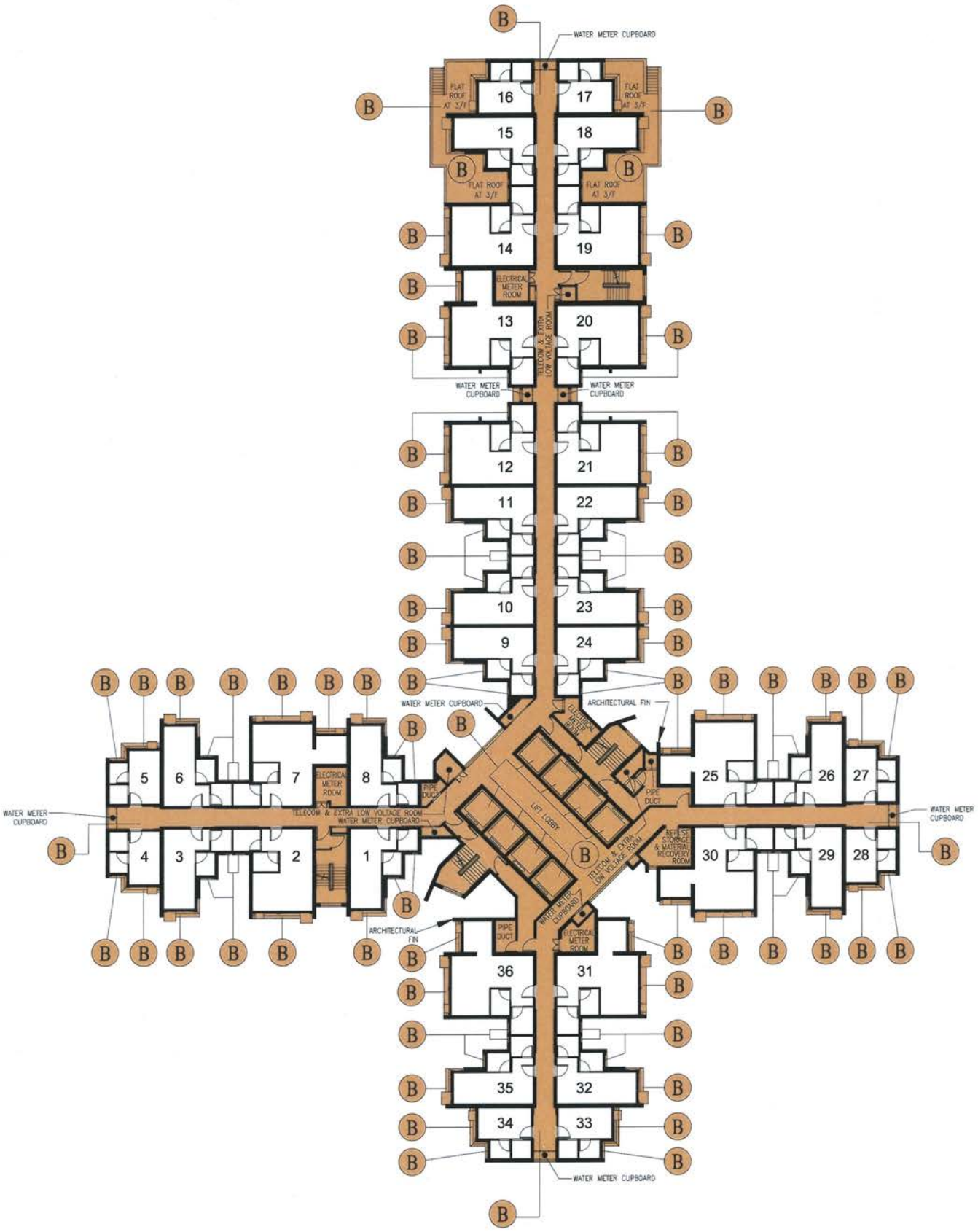
B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

NOT TO SCALE

2ND FLOOR PLAN
BLOCK B
CHING FU COURT
TSING YI TOWN LOT NO. 194

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022



B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

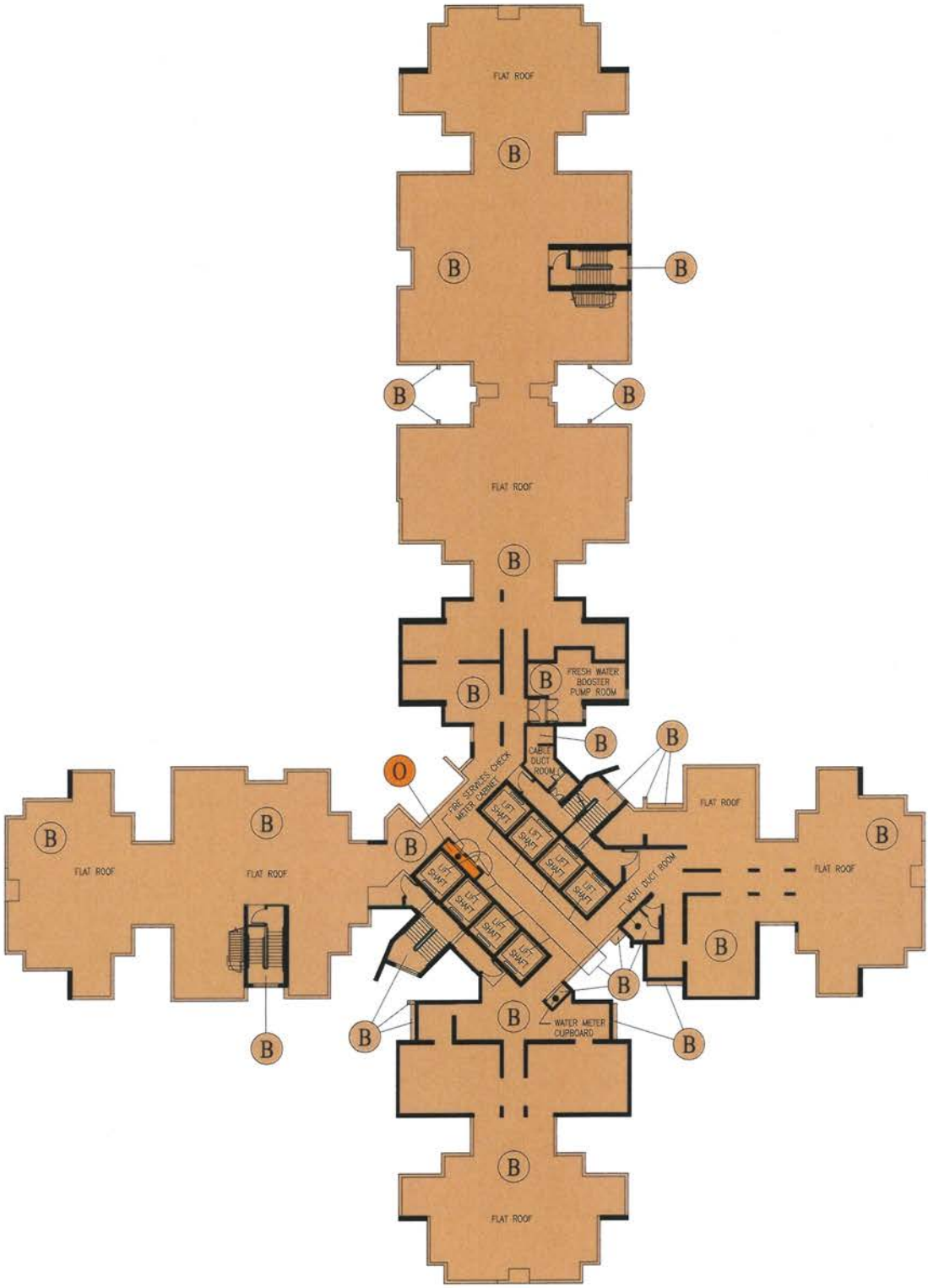
NOT TO SCALE

3RD TO 40TH FLOOR PLAN
BLOCK B
CHING FU COURT
TSING YI TOWN LOT NO. 194

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022



O = ORANGE - ESTATE COMMON AREAS AND FACILITIES

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

NOT TO SCALE

MAIN ROOF PLAN
BLOCK B
CHING FU COURT
TSING YI TOWN LOT NO. 194

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022

O = ORANGE - ESTATE COMMON AREAS AND FACILITIES

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

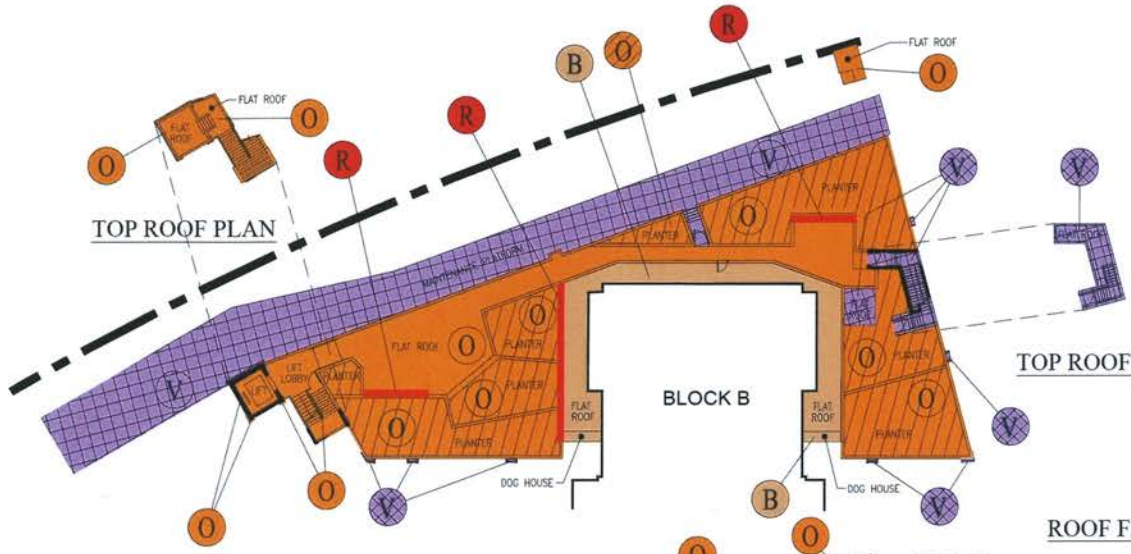
NOT TO SCALE

LIFT MACHINE ROOM PLAN, UPPER ROOF PLAN AND TOP ROOF PLANS
BLOCK B
CHING FU COURT
TSING YI TOWN LOT NO. 194

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022



TOP ROOF PLAN

ROOF FLOOR PLAN

UPPER GROUND FLOOR PLAN

R = RED - ESTATE COMMON AREAS AND FACILITIES (VERTICAL GREENERY AREA OF 36.450 SQ.M.)

V = VIOLET CROSS HATCHED BLACK - COMMERCIAL AREAS

O = ORANGE - ESTATE COMMON AREAS AND FACILITIES

Ø = ORANGE HATCHED BLACK - ESTATE COMMON AREAS AND FACILITIES (GREENERY AREA REFER TO SITE LAYOUT PLAN)

B = BROWN - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES

B = BROWN HATCHED BLACK - RESIDENTIAL BLOCKS COMMON AREAS AND FACILITIES (GREENERY AREA REFER TO SITE LAYOUT PLAN)

NOT TO SCALE

— · — · — ESTATE BOUNDARY LINE

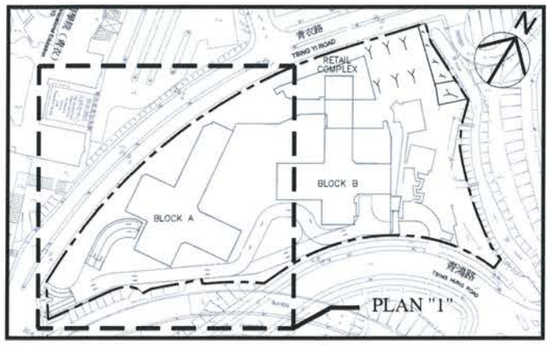
GROUND FLOOR PLAN

GROUND FLOOR PLAN, UPPER GROUND FLOOR PLAN,
ROOF FLOOR PLAN AND TOP ROOF PLAN
RETAIL COMPLEX
CHING FU COURT
TSING YI TOWN LOT NO. 194

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN:

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022



KEY PLAN

NOT TO SCALE

G = GREEN - SLOPES, RETAINING WALL AND SOLDIER PILE WALL

NOTE: ALL SLOPE STRUCTURES IN THIS PLAN ARE FOR IDENTIFICATION PURPOSES ONLY

SCALE : 1: 500

ESTATE BOUNDARY LINE

SLOPE FEATURE AND RETAINING WALL LAYOUT PLAN "1"
CHING FU COURT
TSING YI TOWN LOT NO. 194

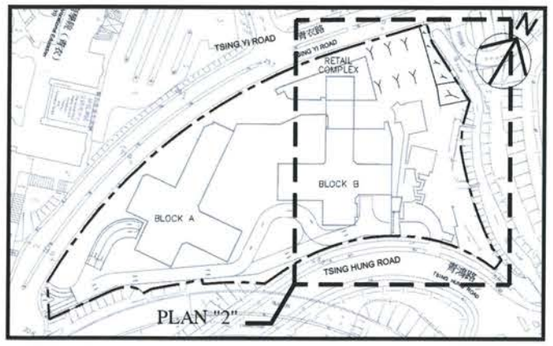
I CERTIFY THAT :-

i) THIS PLAN INCLUDES ALL THE SLOPE STRUCTURES REQUIRED TO BE MAINTAINED BY THE OWNERS; AND

ii) THIS PLAN WAS PREPARED AND CHECKED AS TO THE ACCURACY.

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022



KEY PLAN

NOT TO SCALE

G = GREEN - SLOPES, RETAINING WALL AND SOLDIER PILE WALL

NOTE: ALL SLOPE STRUCTURES IN THIS PLAN ARE FOR IDENTIFICATION PURPOSES ONLY

SCALE : 1: 500

ESTATE BOUNDARY LINE

SLOPE FEATURE AND RETAINING WALL LAYOUT PLAN "2"
CHING FU COURT
TSING YI TOWN LOT NO. 194

I CERTIFY THAT :-

i) THIS PLAN INCLUDES ALL THE SLOPE STRUCTURES REQUIRED TO BE MAINTAINED BY THE OWNERS; AND

ii) THIS PLAN WAS PREPARED AND CHECKED AS TO THE ACCURACY.

YUEN KWOK CHEUNG
RIBA ARAIA HKIA RA
AUTHORIZED PERSON (LIST 1)

DATE OF CERTIFICATION: 6 JUNE 2022