

THIS INDENTURE made the 20th day of September One thousand nine hundred and eighty-six BETWEEN TSING LUNG INVESTMENT COMPANY LIMITED whose registered office is situate at 19th floor Far East Finance Centre, No.16 Harcourt Road, Victoria, Hong Kong (hereinafter called "the Registered Owner" which expression shall where the context so admits include its successors and assigns) of the first part POK CHING HUNG (濮正雄) Gentleman and MOK CHIU LAN (莫肖蘭) Married Woman both of Flat F on 11th floor, Block No. 5 of Hongkong Garden Phase I, Tsuen Wan, New Territories, Hong Kong (hereinafter called "the First Purchaser" which expression shall where the context so admits include his or her survivor and the executors and administrators of such survivor, his or her assigns) of the second part and T.L. 60 MANAGEMENT LIMITED whose registered office is situate at 19th floor Far East Finance Centre, No.16 Harcourt Road, Victoria, Hong Kong (hereinafter called "the Manager" which expression shall where the context so admits include its successors and assigns and shall have the meaning assigned to it in Recital (1)(a) hereof) of the third part.

WHEREAS :

(1) (a) In this Deed the following expressions shall have the following meanings ascribed to them wherever the context permits:

- "Blocks" All those mainly domestic buildings constructed, to be constructed or in the course of construction on the Lot in accordance with the Master Plans and "Block" means any block of mainly domestic buildings on the Lot.
- "Buildings" All buildings and other structures, in or upon the Lot or any part thereof and "Building" means any of the Buildings.
- "Building Owners' Committee" A committee of the Owners of a Building established or to be established pursuant to the provisions of a Sub-Deed.
- "Building Rules" The rules governing a Phase or any part thereof from time to time in force made under a Sub-Deed.
- "Car Parks" Such spaces in the Gardens including but without limitation the spaces within the Car Park Buildings designated for use as car parks and "Car Park" shall be construed accordingly.
- "Car Park Building" The building erected or to be erected on the Lot consisting of car parking spaces and other facilities (if any) for non-domestic use and "Car Park Buildings" shall be construed accordingly.
- "the Commercial Complex" The commercial complex erected or to be erected on the Lot consisting of shops and/or other units and facilities for non-domestic use and "Commercial Complexes" shall be construed accordingly.

"Commercial Development"

All the buildings or part or parts thereof erected or to be erected on the Lot intended for commercial use in accordance with the Master Plans.

"Commercial Unit"

A unit in the Commercial Development to which one or more Undivided Shares have been allocated and "Commercial Units" shall be construed accordingly.

"Common Areas"

The following within the Lot and the Gardens:-

- (a) the roads, pavements, cycle track and pedestrian walkway;
- (b) the Passageways, whether covered or otherwise;
- (c) the run-ins;
- (d) the Garbage Collection Centres but excluding the Refuse Collection Point referred to in Section VI hereof;
- (e) the boundary walls, fences and gates;
- (f) the entrances, halls, lift lobbies, staircases, corridors, landings, passages, the exterior walls of the Buildings and other common spaces except the Retained Areas; and
- (g) such other areas as shall be designated as or deemed to be or converted into Common Areas pursuant to the provisions of this Deed and/or any Sub-Deed.

"Common Facilities"

- (a) Such of the sewers, drains, water courses, ducts, chambers, pipes, gutters, wells (if any), power transmission lines, wires and cables and other service and utility facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot through which fresh or salt water, sewage, gas, electricity, telephone and any other services are supplied to the Lot or any part or parts thereof;
- (b) power sub-station(s), pump house(s), main(s), transformer station(s), main transformer room and sewage treatment plant(s) for the use and benefit of the Lot and/or any one or more of the Buildings;
- (c) lamp posts and other lights on or along the Common Areas;
- (d) transportation and other mechanical

devices employed by the Manager for the use and benefit of the Gardens or any Building;

- (e) tanks, fire services water tanks, lift machine rooms, mechanical rooms, lifts, escalators;
- (f) communal wireless and/or television antennae or antenna for the use and benefit of the Gardens or any Building;
- (g) security system(s), if any within the Gardens or any Building;
- (h) refuse chute(s) (if any) and the refuse collection facilities;
- (i) Any other facilities installed in the Lot for the use and benefit of the Gardens and not for the use and benefit of a particular building or area;
- (j) such facilities as shall be designated as or deemed to be or converted into Common Facilities pursuant to the provisions of this Deed or any Sub-Deed; and
- (k) the Recreational Facilities.

"the Conditions"

The Conditions of Exchange deposited and registered in the said District Land Office as New Grant No.5712 as varied or modified by three modification letters respectively registered in the said District Land Office by Memorial Nos.226002, 343494 and 345810 and any further modifications or variation thereof;

"Domestic Development"

All the buildings or part or parts thereof erected or to be erected on the Lot intended for domestic use in accordance with the Master Plans.

"Domestic Unit"

A unit in the Domestic Development to which one or more Undivided Shares have been allotted and "Domestic Units" shall be construed accordingly.

"First Assignment"

The assignment mentioned in Recital (5) hereof.

"First Premises"

The premises more particularly described in Recital (5) hereof.

"Gardens"

The whole of the development on the Lot to be known as "Hongkong Garden" (豪 景 花 園) including the Buildings.

"Gardens Owners' Committee"

A committee of all the Owners of the Gardens established under the provisions of this Deed.

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| "Gardens Rules" | The rules governing the Gardens made as provided by this Deed and from time to time in force. |
| "the Lot" | The entirety of Tsing Lung Tau Lot No.60 and any extension or extensions thereto but excluding the Surrender Areas. |
| "maintain" | Repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, keep, replace, decorate and paint or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly. |
| "Management" | All duties and obligations to be performed and observed by the Manager pursuant to the Conditions and/or this Deed and/or any Sub-Deed entered into pursuant to the provisions herein contained. |
| "Management Expenses" | The costs, charges and expenses for the management and maintenance as provided in this Deed and/or any Sub-Deed entered into pursuant to the provisions herein contained. |
| "Management Expenses of the Building" | The expenses relating principally to a Building as mentioned in Clause 4 of Sub-Section D of Section III hereof. |
| "Management Expenses of the Gardens" | The expenses mentioned in Clause 3 of Sub-Section D of Section III hereof. |
| "Management Funds" | All monies received, recovered or held by the Manager for the use and benefit of the Gardens and/or a particular Phase pursuant to this Deed and any Sub-Deed entered into pursuant to the provisions herein contained. |
| "the Manager" | "T.L. 60 Management Limited" or any other manager of the Gardens appointed pursuant to the Conditions and/or this Deed and/or any Sub-Deed. |
| "Manager's Remuneration" | The remuneration of the Manager as provided herein and/or by any Sub-Deed entered into pursuant to the provisions herein contained. |
| "Master Plans" | The plans for the development of the Lot and/or any amendments thereto duly approved by the said Director and registered with the said District Land Office. |
| "Month" | Calendar month by European reckoning. |
| "Occupation Permit" | A temporary or permanent occupation permit issued by the Building Authority. |
| "Ordinance" | The Conveyancing and Property Ordinance (Cap.219) and any |

modification, amendment or re-enactment thereof.

- "the Owners" The Registered Owner and any person who may hereafter become the registered owner or mortgagee of any Section or any undivided shares therein and thereof including joint tenants and tenants in common and its or his or their successors, executors, administrators and assigns and reference to the Owner or Owners of any part of the Gardens shall mean the Owner or Owners for the time being whose Undivided Shares in that part of the Lot entitle him or them to the exclusive right to use occupy and enjoy that part of the Gardens.
- "Passageways" All those parts of the Lot as are now or hereafter to be used as passageways, including covered walkways.
- "Phase" The whole of the development on a Section of the Lot including without limitation all buildings thereon and "Phases" shall be construed accordingly.
- "Public Vehicles" Buses (including franchised buses), taxicabs, mini-buses and/or other vehicles for public transportation visiting the Lot.
- "Recreational Facilities" Five tennis courts, one badminton court, two swimming pools and one wading pool constructed or to be constructed on the Lot and the Gardens when the same or any part thereof is/are completed and in operation and to be provided for the use by the Owners as Common Facilities in accordance with the provision of this Deed and the Sub-Deeds.
- "Retained Areas" (a) The Roofs of the Commercial Complexes and the Car Park Buildings but excluding the Recreational Facilities;
- (b) all open areas in the Gardens other than the Common Areas and the Recreational Facilities;
- (c) such tennis court(s), badminton court(s), squash court(s), children's playground(s), swimming pool(s) as may from time to time be completed and in operation but excluding the Recreational Facilities; and
- (d) the Visitor's Car Parks.
- "Roof" The area on top of a Building.
- "the said Director" The Director of Buildings and Lands.
- "the said District Land Office" The Tsuen Wan District Land Office.

- "Section" Any Section of the Lot divided in accordance with the Deed Poll mentioned in Recital (4) hereof but excluding the Surrender Areas and "Sections" shall be construed accordingly.
- "Sub-Deed" A Sub-Deed of Mutual Covenant entered into after this Deed setting forth the rights and obligations of Owners of a Phase or any part thereof.
- "the Surrender Areas" Subsection 1 of Section A of Tsing Lung Tau Lot No.60, Subsection 2 of Section A of Tsing Lung Tau Lot No.60 and Sub-Section 3 of Section A of Tsing Lung Tau Lot No.60 collectively which are required to be surrendered to the Government pursuant to Special Conditions Nos.(39), (44) and (45) of the Conditions and any other areas and structures which are required to be surrendered to the Government.
- "Undivided Shares" All those equal undivided parts or shares of and in a Section and the Phase to be erected on such Section allocated in the manner more particularly set out in the Sub-Deed of such Phase and "Undivided Share" shall mean any such equal undivided part or share.
- "Unit" The Commercial Unit, the Domestic Unit, the Car Park (excluding Visitor's Car Park) or the Retained Areas and "Units" shall be construed accordingly.
- "Vehicles" All mechanically propelled vehicles.
- "Visitor's Car Park" The Car Park for the visitor and "Visitor's Car Parks" shall be construed accordingly.

(b) In this Deed references to the singular shall include the plural and vice versa and reference to the masculine gender shall include the feminine or neuter gender.

(2) Immediately prior to the assignment to the First Purchaser hereinafter referred to, the Registered Owner was the registered owner of the Lot which is held from the Crown absolutely under and by virtue of the Conditions under which a Crown Lease of the Lot will be granted for a term of 99 years less the last three days from the 1st day of July, 1898 subject to the payment of the rent and the observance and performance of the terms and conditions therein reserved and contained.

(3) The Registered Owner is in the course of developing the Lot in Phases in accordance with the Master Plans and has constructed or is in the course of constructing on the Lot the Common Areas and the Common Facilities.

(4) For the purpose of development, Tsing Lung Tau Lot No.60 has been divided into various Sections as more particularly described in a Deed Poll registered in the said District Land Office by Memorial No.345811 and as amended by a Supplemental Deed Poll registered by Memorial No. 401580 as may be varied or modified by such further Deeds Poll supplementing or modifying the same.

(5) By an Assignment bearing even date herewith and made between the Registered Owner of the one part and the First Purchaser of the other part, the Registered Owner assigned unto the First Purchaser ALL THAT the estate, right, title, benefit and interest of the Registered Owner of and in ALL THOSE 11 equal undivided 9,983rd parts or shares of and in The Remaining Portion of Section A of the Lot together with the full and exclusive right and privilege to hold use occupy and enjoy FIRST ALL THAT Flat " F " on the Eleventh Floor of Block " 5 " and SECONDLY ALL THAT Car Parking Space No.266 on the First Floor of Car Park Building of Phase I which forms part of the Gardens.

(6) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, insuring and servicing of the Lot and the Gardens and their equipment, services and apparatus and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Gardens and to provide for a due proportion of the common expenses of the Lot and the Gardens to be borne by the Owners.

(7) Approval to enter into this Deed of Mutual Covenant has been obtained from the Registrar General (Land Officer).

NOW THIS DEED WITNESSETH as follows :

SECTION I

1. The Registered Owner shall, at all times hereafter subject to and with the benefit of the Conditions, this Deed and any Sub-Deed insofar as they relate hereto, have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser all parts of the Gardens save and except the First Premises and the Common Areas and Common Facilities together with the appurtenances thereto and the entire rents and profits thereof subject to the easements, rights and privileges granted to the First Purchaser by the First Assignment and this Deed and the relevant Sub-Deed Together with the appurtenances thereto and the entire rents and profits thereof.
2. The First Purchaser shall at all times hereafter subject to and with the benefit of the Conditions and this Deed and any Sub-Deed in so far as they relate thereto have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the Registered Owner the First Premises Together with the appurtenances thereto and the entire rents and profits thereof.
3. Each Undivided Share and the full and exclusive right and privilege to hold use occupy and enjoy any part of the Gardens held therewith shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements, rights, privileges and obligations herein and in the Sub-Deed contained governing the relevant Section and the Phase thereon or any part thereof.
4. The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions herein contained and the benefit and burden thereof shall be annexed to every part of the Lot and the Gardens. The provisions of sections 39, 40 and 41 of the Ordinance and any statutory amendments, modifications or re-enactment thereof for the time being enforced shall apply to this Deed.
5. Every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be

interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owner or other persons a party to the transaction to sell, assign, mortgage, lease, let, license or otherwise dispose of or deal with his share or interest in the Lot and the Gardens or any part or parts thereof together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Gardens which may be held therewith but any such sale, assignment, mortgage, lease or licence shall be expressly subject to and with the benefit of this Deed and of the Sub-Deed relating to the relevant Section and the Phase thereon or any part thereof.

6. The right to the exclusive use, occupation and enjoyment of any part of the Lot or the Gardens shall not be sold, assigned mortgaged, charged, leased or otherwise dealt with separately from the Undivided Shares with which the same is held Provided Always that the provisions of this Clause shall not extend to lease or tenancy, the terms of which shall not exceed seven years.

7. Every Owner shall have the full right and liberty to go, pass and repass over and along and use the Common Areas and Common Facilities constructed or installed within the Lot and the Gardens for all purposes connected with the proper use and enjoyment of the same Subject to the Gardens Rules and if applicable, the Building Rules relating to such Common Areas and Common Facilities.

8. There are reserved unto the Registered Owner (which expression shall for the purposes of this Clause only exclude the First Purchaser and the Manager) the following rights and privileges :

- (a) The Registered Owner shall have full power at all reasonable times hereafter to enter into and upon all parts of the Lot and the Gardens with all necessary equipment, plant and materials for the purposes of constructing the other Phases of the Gardens or any part thereof in accordance with the Master Plans and may for such purpose carry out all such works in, under or over any part of the Lot and the Gardens as it may from time to time see fit. The right of the Registered Owner to enter into any part of the Lot and the Gardens to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the Registered Owner. The Registered Owner in pursuance of such work may from time to time issue in writing giving not less than 7 days' notice to the Owners (except in case of emergency, when no notice is required) instructions as to the areas or parts of the Lot and the Gardens that the Owners, their servants, agents or licencees may or may not use while such works are being carried out. The Registered Owner shall not incur any liability to the First Purchaser or other Owners consequent upon any inconvenience, disturbance, damage or loss that may be caused by or arise from such construction works Provided That such construction works are carried out with due care.
- (b) The Registered Owner shall have the right without the necessity of making any Owner entitled to the exclusive use, occupation and enjoyment of any Unit outside the Phase or Building in question a party thereto (in this sub-clause called "other owners") to enter into a Sub-Deed in respect of any Phase or Building or any part thereof or in respect of the Car Parks PROVIDED THAT

such Sub-Deed shall not conflict with the provisions of this Deed or affect the rights, interests or obligations of the other owners bound by any other previous Sub-Deed or impose on the other owners financial obligations in respect of the Phase or Building in question and PROVIDED FURTHER THAT such Sub-Deed shall first be approved by the Registrar General (Land Officer).

- (c) The Registered Owner reserves the right to change, amend, vary, add to or alter the Master Plans, the Car Park Lay-Out Plan and any other plans existing at the date hereof without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the Registered Owner from the requirements of obtaining any necessary prior written consent of the said Director pursuant to the Conditions. No such change or addition or amendment of any particulars of the Master Plans whatsoever shall give to the Owners any right of action against the Registered Owner including without limitation any claim regarding the conversion of the common areas into other uses as a result of such change, addition or amendment.
- (d) The Registered Owner reserves the right to build and operate in such part or parts of the Lot and the Gardens including but without limitation the Common Areas for any purpose as the Registered Owner or the Manager sees fit provided that such buildings and operations shall not contravene the terms and conditions of the Conditions or of this Deed or any Sub-Deed already entered into before such buildings or operations take place.
- (e) The Registered Owner reserves the right to join and connect the pedestrian concourses, pavements, walkways, pathways, lanes, gardens, playgrounds, courts, yards, car parks, roadways, squares, open spaces and other erections and facilities on any part of the Lot to the pedestrian concourses, pavements, walkways, pathways, lanes, gardens, playgrounds, courts, yards, car parks, roadways, squares, open spaces and other erections and facilities which may at any time be constructed or to be constructed on the other part or parts of the Lot and to construct, lay, maintain, remove and repair drains, pipes, wires, cables, irrigation pipes and other installations, fittings, chambers and other equipment and facilities within the Lot.
- (f) The Registered Owner shall have the right at any time by Deed Poll or in any Sub-Deed or by notice in writing to the Owners to designate any part or parts of the Lot to be part of the Common Areas and Facilities including any part or parts of the Retained Areas which are not covered by the definition of "Common Areas", and "Common Facilities" Provided That in making the designation the Registered Owner shall not in any way interfere with any Owner's right to hold, use, occupy and enjoy the Unit which he owns And Provided that the Registered Owner may reconvert any part of the Retained Areas converted into Common areas and Common Facilities into its original use.
- (g) The Registered Owner reserves the right to assign any or all of the Common Areas and Facilities together with the Undivided Shares relating thereto (collectively "Assigned Common Area") to the Manager for the general

amenity of the Owners and other residents of the Gardens subject to this Deed and any Sub-Deed

relating to the same PROVIDED THAT such Undivided Shares shall be held by the Manager as trustee for all the Owners and in the event the Manager shall be wound up or a receiving order made against it and/or another manager appointed in its stead in accordance with the provisions of Clause 18 of SECTION V, then the liquidator or the Receiver or any person in whom the Assigned Common Area is vested shall assign the Assigned Common Area to the new manager 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 any Sub-Deed.

- (h) The Registered Owner reserves the right to alter, relocate and reconstruct the roadways and Passageways, pavements and other areas and structure and erection on the Lot provided such alteration, relocation and reconstruction are approved by the said Director.
- (i) The Registered Owner reserves the right to designate the use (including commercial use) of such part or parts of the Retained Areas in such manner as it thinks fit, including but not limited to the construction of car parks thereon or the paving of car parking spaces thereon or the construction of any structures thereon or the provisions of recreational and other facilities thereon Provided that any such use shall not be in contravention of the terms and conditions of the Conditions and until so used the Registered Owner shall be entitled to license such part or parts thereof to the Manager at such fee as shall be agreed with the Manager for the use by the Owners as gardens and/or areas for recreational activities. In the event of such licence as aforesaid, such licensed Retained Areas shall for the period of the licence be deemed to be part of the Common Areas and the Owners shall contribute towards the maintenance and upkeep of the same. The Registered Owner shall be entitled to terminate this licence by giving to the Manager one month's written notice, in which event the licenced Retained Areas or such part or parts of the same shall be vacated by the Manager and the Registered Owner shall be entitled to lay out or construct or pave car parks and any other structures and to lease, license or sell the same or to designate the same as Common Areas or Common Facilities. Upon termination of the said licence, the Owners (except the Registered Owner) shall not be required to contribute any payment towards the maintenance and upkeep of that part of the Retained Areas unless the same be designated by the Registered Owner as Common Areas and/or Common Facilities.
- (j) In the event that the Government or statutory bodies agree to take over the roads, pavements, lanes, the drainage system therefor and the ancillary structures thereof or any part or parts thereof within the Lot or any of the Common Areas and Common Facilities, the Registered Owner or the Manager shall have the right to surrender the same or any part thereof to the Government or dedicate the same for public use or to assign the same or any part thereof to the Government or the said statutory body or bodies on such terms and conditions as shall be agreed between the Registered

Owner or the Manager and the Government or the said statutory bodies.

- (k) The Registered Owner shall at all times hereafter but subject to and with the benefit of the Conditions and this Deed and any Sub-Deed insofar as they relate thereto have the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with any part or parts of the Lot or any Undivided Shares retained by the Registered Owner other than the Common Areas and Common Facilities and to allocate and from time to time to reallocate to particular Units within the Gardens so retained such Undivided Shares and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such Units within the Gardens.
- (l) The Registered Owner reserves the full and unrestricted right for the Registered Owner, without reference to or consent by any Owner, to grant rights of way or access or use at any level of the Buildings to the owners or occupiers of the Surrender Areas or to the owners or occupiers of any other premises adjoining the Lot in respect of the Common Areas and Common Facilities Provided that such grant shall not interfere with the exclusive and/or the Retained Areas right of any Owner to hold, use and occupy his Unit and on behalf of the Owners to obtain a grant of similar rights in respect of the Surrender Areas or such other adjoining premises and the Registered Owner shall have the full and unrestricted power to assign the right hereby conferred without any interference or consent by the Owners to the Manager.
- (m) The Registered Owner reserves the full and unrestricted right without reference to or consent by any other Owners to grant easements and rights of way over the Lot to owners and occupiers of the Surrender Areas to construct, lay, maintain, remove and renew drains, pipes, wires, cables, irrigation pipes and other installations, fittings, chambers, other equipment, facilities, erections and structures within the Lot and which shall be necessary or desirable for the proper use and operation of the buildings to be constructed on any part of the Surrender Areas and other amenities and facilities thereof. The Registered Owner may also assign the rights hereby conferred to the Manager without any interference or consent by the Owners.
- (n) The Registered Owner reserves the full and unrestricted right for the Registered Owner, without reference to or consent by any Owner, to grant to the owners or occupiers of the Surrender Areas the right to enter with or without workmen and/or vehicles into any part of the Lot and the Buildings upon giving to the Owner (in the case of a Unit) or to the Manager (in the case of the Common Areas) prior reasonable notice (except in the case of emergency) for the purpose of inspecting maintaining and repairing any part of the Surrender Areas or any structures or buildings thereon or any apparatus equipment or facilities installed or used for the benefit thereof Provided that in the exercise of such right and privilege such owners or occupiers shall act with all expedition causing as little disturbance

as possible to the Owners.

SECTION II

OBLIGATIONS OF THE REGISTERED OWNER RELATIVE TO THE
DEVELOPMENT OF THE GARDENS

The Registered Owner hereby covenants with the First Purchaser and the Owners that :-

- (a) It shall with all due despatch and in accordance with the Conditions and the time limits therein set forth (or such extension or extensions of time as shall be granted by the said Director) proceed with and complete the development of the Lot in accordance with the Conditions;
- (b) It shall cause and ensure that the Manager shall manage the Gardens in accordance with the Conditions and this Deed and any Sub-Deed;
- (c) It shall pay its due proportion of the Crown rent in respect of Units which are completed but unsold or in respect of such part or parts of the Lot which are not yet developed;

and shall keep the Owners fully and effectively indemnified against any breach of the Conditions or any of them in regard to any of the matters aforesaid.

SECTION III

A. GENERAL

1. The Management of the Gardens shall be undertaken by the Manager or its successors throughout the term of the lease agreed to be granted by the Conditions from the date of issue of the first Occupation Permit for any part or Phase of the Gardens and each Owner hereby appoints the Manager or its successors as Attorney to enforce the provisions of this Deed and any Sub-Deed.
2. The Manager shall be T.L. 60 Management Limited provided that its appointment is not terminated in accordance with Clause 5 of this Sub-Section A. In the event that T.L. 60 Management Limited is wound up or has a receiving order made against it or its appointment terminated in accordance with Clause 5 of this Sub-Section A then another manager shall be appointed in accordance with the provisions of Clause 18 of SECTION V.
3. The Manager shall be bound by and shall observe and perform all of the conditions, duties and obligations herein and in any Sub-Deed and shall have all of the rights and privileges herein or therein granted to the Manager.
4. The obligations of the Manager to provide management in respect of each Building or any part of the Gardens shall commence from the date when an Occupation Permit has been issued in respect of such Building or such part of the Gardens and if an Occupation Permit is issued for only part of a Building the obligation to provide management shall apply only to that part of the Building.
5. In the event the Manager is not performing satisfactorily its duties and obligations herein, a meeting of the Owners of the Gardens may be convened by notice thereof given by Owners who together hold not less than 10% of all the undivided shares of

each Section. Such notice shall set out the purpose of the meeting and its agenda including the place and time of the meeting and such notice shall be served on all Owners of the Gardens not less than 30 days from the date of the proposed meeting. The appointment of the Manager may then be terminated by a resolution thereof if supported by Owners holding in the aggregate not less than 50% of the undivided shares in each Section.

B. POWERS AND DUTIES OF MANAGER

1. During the term mentioned in Clause 1 of Sub-Section A of this Section III, the Manager will manage the Gardens in a proper manner and in accordance with the Conditions and this Deed and any Sub-Deed and, except as otherwise herein expressly provided, the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Gardens. Without in any way limiting the generality of the fore-going, the Manager shall have the following powers and duties:

- (1) At least once a year for the first 5 years from the date of completion of all development on the Lot in accordance with the Master Plans or from the expiration of the period of 3 years from the date of this Deed, whichever shall first occur and thereafter at least once in every 5 years to employ a competent and qualified person or persons to inspect the entire Gardens or such Phase or Phases as have been completed (save only the interior of the Units) and the Common Facilities and to prepare a report of such inspection which report will be kept at the Manager's office in the Gardens and will be open to inspection by all Owners and tenants of any part of the Gardens and officers authorized by the said Director and the Manager will furnish to any such Owner or tenant or officers on request a copy of such report at a reasonable charge;
- (2) To put in hand and ensure the satisfactory completion of the work necessary to maintain and repair any and every part of the Gardens including (subject however to sub-clause (3) of this Clause) the Units and Common Facilities so as to ensure that the same are maintained in a good, clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen;
- (3) To ensure that all Owners or occupiers of the Units maintain the Units owned or occupied by them respectively in a satisfactory manner and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and repair and to take all necessary steps to recover the cost thereof from the defaulting Owner or occupier;
- (4) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of all structures and the Common Areas at such intervals as the same may reasonably be required to be done;
- (5) To replace any glass in the Common Areas that may be broken;
- (6) To keep all Common Areas well lighted;
- (7) To keep in good order and repair the ventilation of the

- enclosed Common Areas;
- (8) To keep the Common Areas in a clean, sanitary and tidy condition;
 - (9) To prevent any decaying, noisome, noxious, excrementitious or other refuse matter from being deposited on the Gardens or any part thereof and to remove all refuse from all parts of the Lot and the Gardens and arrange for its disposal at such regular intervals and to maintain either on or off the Gardens refuse collection facilities;
 - (10) To prevent the obstruction of any part of the Common Areas and the Common Facilities and to remove any article or thing causing the obstruction;
 - (11) To keep all the common sewers, drains, watercourses and pipes free and clear of obstructions;
 - (12) To keep all Common Facilities in good condition and working order;
 - (13) To keep all plant, machinery and equipment including but without limiting the generality of the foregoing, all lighting equipment, heating or cooling system(s) (if any), water system(s), sewage, public address system(s) (if any), fire fighting equipment, sprinkler system(s), lifts, lift shafts and escalators (if any) in good condition and working order and, in the case of lifts, in accordance with any law and regulation applicable thereto and whenever it shall be necessary or convenient to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such plant, machinery or equipment;
 - (14) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Gardens or any part thereof into any part of the sea or any roadculverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drain, waterway, watercourse, footpath, sewer, nullah, pipe, cable, wire, utility services or other works being in, under, over or adjacent to the Lot or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
 - (15) To remove or enter and remove any structure, installation, signboard, sunshade, bracket, fitting or other things in or on or any part of the Gardens which have been erected in contravention of the terms of the Conditions and this Deed and/or any Sub-Deed without the written permission of the Manager (or if such permission has been given upon the expiration or withdrawal of the same) and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damage thereby caused;
 - (16) To maintain fire fighting equipment and fire alarms and other fire services installations (if required by Government) and to comply with all requirements of the Fire Services Department and so far as may be possible, to maintain the Gardens safe from fire hazards at all

- times;
- (17) To provide security force, watchmen, porters, caretakers and such other staff as determined by the Manager in its absolute discretion and to provide and maintain security installations and so far as may be possible, to maintain security in the Gardens at all times;
 - (18) To manage, control and maintain within the Gardens the parking of Vehicles, bicycles, push carts and children's play carts, the flow of traffic, road signs, the loading and unloading of goods, the car parks including guest car parking space (if any), loading and unloading areas, bus (including franchised bus) terminals and taxi/hire-car and public light bus parking spaces (if any) and to remove any car parked in any car parking space without the consent of the owner or licensee of such car parking space and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such car parking spaces;
 - (19) To maintain and operate or contract for the maintenance and operation of the communal wireless and/or television antennae or antenna which serve the Gardens;
 - (20) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Gardens for the better enjoyment or use of the Gardens by its Owners, occupiers and their licensees;
 - (21) To appoint solicitors with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Gardens or any part thereof and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the said Director or other competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 of the Rules of the Supreme Court (or any provision amending or in substitution for the same);
 - (22) To prevent any person from occupying or using otherwise than in accordance with the written permission of the Manager or the provisions of this Deed and any Sub-Deed the Common Areas and Common Facilities;
 - (23) To take all steps necessary or expedient for complying with the Conditions and any statutory or governmental requirements concerning or relating to the Gardens or any part thereof for which no Owner, tenant or occupier of the Gardens or any part thereof is solely and directly responsible;
 - (24) To prevent and to take action to remedy any breach by any Owner or other person of any provisions of the Conditions;
 - (25) To prevent any person detrimentally altering or injuring any part of the Gardens or any of the equipment, apparatus, services or facilities thereof;
 - (26) To demand, collect and receive all amounts payable by

- the Owners under the provisions of this Deed or any Sub-Deed;
- (27) To pay and discharge out of all monies so collected all outgoings relating to the management of the Gardens or any part thereof or incurred by the Manager hereunder;
 - (28) To insure and keep insured such part(s) of the Gardens, including the Common Areas and Common Facilities as shall be determined by the Manager from time to time (but excluding the Units) against loss or damage by fire and such other risks or perils as deemed necessary by the Manager and to effect public and/or occupier's liability, insurance and workmen's compensation liability in such amounts as the Manager may think fit, such insurance to be in the name of the Manager for and on behalf of itself as Manager and the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force;
 - (29) To keep proper accounts of all expenditure incurred by and of all payments made to the Manager in respect of the carrying out of its duties hereunder as herein provided;
 - (30) To represent the Owners in all matters and dealings with Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the due management of the Gardens;
 - (31) To commence, conduct, carry on and defend legal and other proceedings touching upon or concerning the Gardens or the management thereof all in the name of Manager;
 - (32) To enforce the due observance and performance by the Owners or any person occupying any part of the Gardens through, under or with the consent of any such Owner of the terms and conditions of this Deed and any Sub-Deed and the Gardens or Building Rules and to take action, including the commencement and conduct of legal proceedings, to enforce the due observance and performance thereof and/or to recover damages for any breach of non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned;
 - (33) To make, revoke or amend the Gardens Rules and Building Rules as hereinafter provided;
 - (34) To recruit and employ such staff as may from time to time be necessary to enable the Manager to comply with or perform its duties hereunder on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
 - (35) To prevent any Owner who defaults in payment of any amount due under the provisions of this deed and/or any Sub-Deed or otherwise fails to observe and perform any of the terms and conditions herein contained from using the Recreational Facilities if such Owner fails to rectify the default within 7 days after notice having been served by the Manager to such Owner to rectify the default Provided that nothing herein shall

- absolve such defaulting Owner from his liabilities to pay any money under this Deed and/or any Sub-Deed;
- (36) To deal with all enquiries, complaints, reports and correspondence relating to the Gardens or any part thereof;
 - (37) To promote advertising, public relations and general publicity of the Gardens as deemed necessary by the Manager;
 - (38) To ensure that no dogs are kept in any part of the Gardens except such dogs (if any) as shall be required and kept by the Manager for the security of the Gardens;
 - (39) To remove any fowl or animal from a Unit if in the opinion of the Manager, such fowl or animal is causing a nuisance to other Owners or occupiers of other parts of the Gardens;
 - (40) To put the name of any Owner in default or in breach of the terms and conditions of this Deed and any Sub-Deed together with particulars of the default or breach on the notice boards within the Lot and the Gardens;
 - (41) To maintain, replant, replace and cultivate the trees, flowers and shrubs in the Lot and other open areas of the Gardens;
 - (42) To maintain out of the management fees a sinking fund to meet expenditure of a heavy and/or non-recurrent nature;
 - (43) To take possession of and to manage the Common Areas and Common Facilities with full power to control the use thereof, to allocate or put the same for the exclusive use of groups, individuals and others for such purposes, for such periods and at such charges (if any) as the Manager may see fit and to redeliver such part of the Common Areas and Facilities back to the Registered Owner in case such part originally formed part of the Retained Areas and the use of such part as Common Areas and/or Common Facilities has been terminated by the Registered Owner. [The Manager shall have power to provide within the Common Areas and Facilities such fixtures, fittings, furniture and other equipment as it may consider appropriate and will have the power to repair, replace and maintain all such facilities with the costs, charges and expenses thereof charged to the costs of the management as a whole. The powers set out in this sub-clause shall include a power to license any part of such facilities to commercial users and to determine the licence fees to be paid;]
 - (44) To impose a reasonable charge on user of the swimming pool(s), tennis court(s), badminton court (s) (if any) and squash court(s) (if any) so far as the same are included in the Common Facilities and from time to time to amend or vary such charge;
 - (45) To exercise the rights and privileges assigned and/or transferred to the Manager by the Registered Owner pursuant to the provisions of this Deed and/or any Sub-Deed;
 - (46) To control and manage all refuse chute(s) (if any)

installed within any part or parts of the Gardens; and

- (47) To do all such other things as are reasonably incidental to the Management of the Lot and the Gardens in accordance with the Conditions and this Deed and any Sub-Deed or for the common benefit of the Owners.
2. The Manager shall have power from time to time :-
- (a) To make, revoke and amend rules ("the Gardens Rules"):
- (i) regulating the use, occupation, maintenance and environmental control of the Gardens and any of the buildings, structures, facilities including the swimming pool(s) and other sporting and recreational activities, services or amenities thereof and the conduct of persons occupying, using or visiting the same, and
- (ii) regarding any matter or thing which the Manager is empowered to do pursuant to this Deed, and
- (b) to make, revoke and amend rules ("the Building Rules") regulating the use, operation and maintenance of any Building and/or any Phase and any services, facilities or amenities thereof and the conduct of persons occupying, using or visiting the same.

The Gardens Rules shall be binding on all Owners of the Gardens and their tenants, licensees, servants or agents and the Building Rules shall be binding on all Owners of the Building and/or any Phase to which such Building Rules apply, their tenants, licensees, servants or agents. A copy of the Gardens Rules and Building Rules from time to time in force shall be posted on the public notice boards in such part(s) of the Gardens designated or to be designated for the purpose and a copy thereof shall be supplied to each Owner on request free of charge.

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

4. Neither the Manager nor any servant, agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed and any Sub-Deed not being anything involving criminal liability or dishonesty or caused by negligence. The Owners shall fully and effectually indemnify the Manager, his servant, agent or other person employed by him from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid (not being anything involving criminal liability or dishonesty or caused by negligence on the part of the Manager or any servant, agent or other person employed by the Manager) and all costs and expenses in connection therewith.

5. The Manager shall have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner or any person occupying any part of the Gardens through, under or with the consent of any such Owner of the covenants, conditions and provisions of this Deed and any Sub-Deed and of the Gardens

Rules and Buildings Rules and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 3 of Sub-Section E of this Section shall apply to all such proceedings.

6. The Manager shall have power:-

- (a) to designate any part of the Common Areas or Passageways for the parking of Vehicles or particular classes of Vehicles;
- (b) to control the parking of Vehicles;
- (c) to impose such parking fees for the parking of Vehicles on any designated areas as may be prescribed by the Gardens Rules or Building Rules;
- (d) to remove any Vehicle parked anywhere on the Common Areas or Passageways not designated for parking or which shall cause an obstruction or the owner or driver of which has defaulted in paying parking fees and any damage caused to such Vehicle during or as a consequence of such removal shall be the sole responsibility of the owner thereof;
- (e) to impose reasonable charges for any such removal and recover such penalties as defaulting payment of parking fees and to exercise a lien on the Vehicle concerned for such charges, penalties and parking fees; and
- (f) to surrender or assign such portion or portions of the Lot and the Gardens to the Government pursuant to the Conditions and to sign seal and execute any documents deeds and instruments to effect such surrenders or assignments.

7. The Manager shall have the right to permit the use of bus bays and terminals, taxi ranks, public light bus terminals, and other portions of the Passageways on such terms and conditions as the Manager shall in its absolute discretion think fit PROVIDED THAT in the case of the bus bays and terminals for franchised bus services, the Manager shall first obtain the agreement of the Commissioner for Transport prior to exercising the right to permit the use of bus bays and terminals.

8. (a) The Manager shall have the right with or without workmen to enter upon any part of the Lot or any part of the Gardens necessary for the purpose of replacing, repairing and maintaining any of the salt or fresh water mains and pipes serving any part of the Lot whether or not the same belong exclusively to any one Unit and to charge the Owner whose action or negligence or the action or negligence of his tenant, licensee, agent, servant and/or invitee, in the unfettered opinion of the Manager, necessitates such replacing, repairing and maintaining.
- (b) The Manager shall have the right, after giving to an Owner not less than 2 clear days notice in writing, with or without workmen to enter into any Unit at reasonable hours or without such notice in case of genuine emergency for the purpose of enforcing the provisions of Sub-Section B of this Section and for the purpose of inspecting the toilet or drain or pipe which is defective and to charge the Owner whose action or negligence, or the action or negligence of his tenant, licensee, agent, servant and/or invitee, in the

unfettered opinion of the Manager, necessitates such replacing, repairing and maintaining.

C. MANAGER'S REMUNERATION

1. The Manager's Remuneration being the monthly remuneration of the Manager shall be such an amount as shall in the discretion of the Manager be deemed reasonable Provided that it shall not exceed 15% of the total expenditure reasonably incurred for the proper and efficient management of the Gardens.
2. The Manager's Remuneration as aforesaid shall not be subject to any requirement of the Manager to disburse or provide from such money any staff, facilities, accountancy and secretarial services, or other professional supervision the cost for which shall be a direct charge upon the Management Funds.
3. The Manager's Remuneration shall be paid by the Owners in advance on the first day of each month and in manner as provided for in Clause 12 of Sub-section D of this Section.

D. MANAGEMENT EXPENSES

1. For the purpose of fixing the contributions payable by the Owners, the Manager shall prepare :
 - (a) an annual budget showing the estimated expenditure in respect of each of the Buildings;
 - (b) an annual budget showing the estimated expenditure in respect of the Gardens as a whole; and
 - (c) an annual budget showing the estimated Manager's Remuneration.
2. The said budgets shall cover all costs, expenses and outgoings reasonably incurred in relation to the proper and efficient management of the Gardens whether the Manager be obliged hereunder to incur such expenditure or not and including without limiting the generality of the foregoing the following items :
 - (a) Crown Rent and all sums payable under the Conditions;
 - (b) The cost of carrying out all or any of the duties of the Manager set out in Clause 1 of Sub-Section B of Section III of this Deed;
 - (c) The cost of carrying out all or any of the duties of the Manager set out in the Sub-Deeds governing the Phases or any part thereof;
 - (d) The cost of purchasing or hiring all necessary plant, equipment and machinery including road Vehicles;
 - (e) The cost of employing staff to administer the management of the Gardens;
 - (f) Any rent, rates or other sums including water, gas, electricity, telephone and other service charges payable for the use of any part of the Gardens for management or administrative offices or for accommodation for any staff employed by it in connection with the management of the Gardens or any part thereof;
 - (g) All reasonable professional fees and costs incurred by

the Manager including :

- (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Gardens;
- (ii) solicitors and other legal fees and costs directly incurred in connection with the management of the Gardens or for the benefit of the Owners; and
- (iii) fees and costs of any accountants, auditors and/or any other consultants employed in connection with the preparation of the Accounts or the Manager's Statements as hereinafter referred to;
- (h) All water, gas, electricity, telephone and other service charges in respect of the Common Areas and Common Facilities;
- (i) The cost of all fuel and oil incurred in connection with the operation of the plant, equipment, machinery and Vehicles provided by the Manager for the benefit of the Gardens or any part thereof;
- (j) The cost of providing and operating emergency generators and the cost of providing emergency lighting of the Gardens or any part thereof;
- (k) The cost of effecting insurance in respect of or in connection with the management of the Gardens or any part thereof;
- (l) All charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the Common Areas;
- (m) The cost of postage, stationery and other sundry items incurred by the Manager in connection with the Management of the Gardens or any part thereof;
- (n) The cost of secretarial services in connection with the Management of the Gardens or any part thereof;
- (o) Workmen's compensation insurance of the executives and staff of the Manager; and
- (p) Any other expenditure which is in the absolute discretion of the Manager necessary for the good estate management of the Gardens and the Common Areas and the Common Facilities.

3. Where any expenditure relates principally to the Common Areas and Common Facilities and any other facilities providing service to the Gardens (and whether it so relates shall be decided by the Manager whose decision shall be final and binding on all Owners) the expenditure shall form part of the Management Expenses of the Gardens and be borne by all Owners accordingly.

4. Where any expenditure or such part of the Manager's Remuneration relates principally to those parts of the Common Areas and the Common Facilities and any other facilities providing service to a Building or any part or parts thereof (and whether it so relates shall be decided by the Manager whose decision shall be final and binding on all Owners) the expenditure and such part of the Manager's Remuneration shall be the expenses of the Building and shall be borne by the Owners of

all Units in that Building. Such expenses shall be the Management Expenses of the Building as defined in Recital 1(a) of this Deed.

5. The Manager shall have the sole right to decide and allocate the expenditure mentioned in Clause 2 of this Sub-Section D and such part of the Manager's Remuneration as between Management Expenses of the Gardens and Management Expenses of the Building (as the case may be) and to apportion the same to any one or more of the Buildings or any part thereof in accordance with the provisions of any Sub-Deed and provided such decision, allocation and apportionment are made in good faith the same shall be binding (save for manifest error) on all Owners.

6. The Manager shall also prepare an annual budget showing the estimated budget in respect of the car parks which shall include but not be limited to lighting, cleaning, repairing and security for the same.

7. (a) The Management Expenses of the Gardens and the Manager's Remuneration shall be contributed by the respective Owners of the following areas of the Gardens:-

- (i) the Car Parks;
- (ii) the Retained Areas;
- (iii) the Commercial Development; and
- (iv) the Domestic Development

in such percentages as shall from time to time in the absolute discretion of the Manager be deemed fit and the decisions of the Manager in this regard shall be final and binding on all the Owners Provided that in determining such percentage, the Manager shall take into account the size, value and area of the above areas and it is expressly stated that the Owners of any Phase or Phases will not be required to contribute to any costs of management or otherwise relating to or in respect of any areas or Phase or Phases of development of the Lot other than such areas or Phases which have been completed and, where appropriate, an Occupation Permit has been issued Provided that the Registered Owner shall contribute not less than 3% of the Management Expenses of the Gardens and the Manager's Remuneration in relation to the Retained Areas.

(b) The Owner of any Car Park (excluding Visitor's Car Park) shall contribute towards the Management Expenses and the Manager's Remuneration regarding:-

- (i) Management Expenses of the Gardens,
- (ii) Management Expenses of the Building of which such Car Park forms part, and
- (iii) the Manager's Remuneration

in such manner and in such proportion as provided in this Deed and the relevant Sub-Deed governing the Building or Phase within which such Car Park is situate.

(c) The Registered Owner shall only be required to contribute towards the Management Expenses and the Manager's Remuneration by paying to the Manager in accordance with Clause 12 of this Sub-Section D such percentage of the Management Expenses of the Gardens and the Manager's Remuneration as decided by the Manager pursuant to Clause 7(a) of this Sub-Section D.

(d) The Owner of a Commercial Unit shall contribute towards the Management Expenses and the Manager's Remuneration regarding:-

- (i) Management Expenses of the Gardens,
- (ii) Management Expenses of the Building of which such Commercial Unit forms part, and
- (iii) the Manager's Remuneration

in such manner and in such proportion as provided in this Deed and the relevant Sub-Deed governing the Building or Phase within which such Commercial Unit is situate.

(e) The Owner of a Domestic Unit shall contribute towards the Management Expenses and the Manager's Remuneration regarding:-

- (i) Management Expenses of the Gardens,
- (ii) Management Expenses of the Building in which such Domestic Unit forms part, and
- (iii) the Manager's Remuneration

in such manner and in such proportion as provided in this Deed and the relevant Sub-Deed governing the Building or Phase within which such Domestic Unit is situate.

8. In the event that any part or parts of the Roofs of any of the Commercial Complex(es) and the Car Park Building(s) shall be sold, let or licensed by the Registered Owner after obtaining the prior approval of the said Director and complying with all the conditions imposed by him, then a Sub-Deed shall be entered into in accordance with Clause 8(b) of Section I of this Deed and the Owners of these premises shall contribute towards the Management Expenses of these premises in accordance with the terms and conditions laid down in the Sub-Deed (if any) governing the same.

9. Notwithstanding anything herein contained, where in the opinion of the Manager, any expenditure relates solely to or is solely for the benefit of any Unit(s) and that the Owners of the other parts of the Gardens do not or would not receive any material benefit from such expenditure, the Manager may determine that the same shall be paid by the Owner(s) entitled to the exclusive right to hold use and occupy such Unit(s) PROVIDED HOWEVER that in the case of any single item of expenditure not exceeding HK\$5,000.00, the Manager may in its absolute discretion exclude the application of this Clause 9 with regard to such expenditure and such expenditure may in any such circumstances be treated as part of the Management Expenses of the Gardens.

10. Notwithstanding anything to the contrary hereinbefore contained the Management Expenses of the Gardens shall not include any sum attributable or relating to the cost of completing the construction of the Gardens or any part thereof including but without limiting the generality of the foregoing the cost of constructing any additional building and installing any equipment, apparatus or services (other than those deemed essential and necessary by the Manager for the management of the Gardens) or the laying out of roads on or over the Lot or the Gardens all of which sums shall be borne solely by the Registered Owner.

11. Notwithstanding anything to the contrary contained in this Deed where the Manager acquires any Undivided Shares in the Lot and the Gardens pursuant to the provisions of this Deed or any Sub-Deed reference to "Owners" in this SECTION III shall be

deemed to exclude the Manager.

12. Each Owner shall pay to the Manager on the first day of each calendar month in any year an advance payment equal to 1/12th of such part of the total budgeted Management Expenses and of the Manager's Remuneration for that year payable by that Owner, as required by this Deed and the applicable Sub-Deed (hereinafter called "the Advance Payment") PROVIDED ALWAYS:-

- (a) that where at any time any budget which includes amounts estimated to be payable by that Owner are revised there shall be added to or deducted from the amount of the Advance Payment payable after such budget revision an amount equal to the Owner's share of the difference between that part of the total Management Expenses payable under this Deed and where applicable that part of the Management Expenses payable under the applicable Sub-Deed and that part of the Manager's Remuneration payable by that Owner shown in the budget in effect prior to such budget revision and the total of such part of the Management Expenses and Manager's Remuneration payable by that Owner shown in such revised budget divided by the number of complete months from the date of such revised budget to the end of the then current financial year.
- (b) that on the first day of the month(s) immediately following the close of any financial year and before the Manager's budgets for the then current financial year shall have been prepared there shall be paid on account of the Advance Payment for that/those month(s) an amount equal to the Advance Payment payable for the last month of the preceding financial year by that Owner.
- (c) that there shall be added to or deducted from the Advance Payment payable on the first day of the month immediately following the preparation of the Manager's budgets for the then current year, the difference, if any, between the amount of the Advance Payment(s) payable in accordance with such budgets and the amount paid on account as provided in sub-clause (b) above.
- (d) that there shall be added to or deducted from the Advance Payment payable on the first day of the month immediately following the preparation of the annual accounts in respect of the preceding financial year, the difference, if any, between (1) the total of such part of the Management Expenses and Manager's Remuneration payable by that Owner in respect of the preceding financial year and (2) the total Advance Payments made by that Owner in respect of the preceding financial year.

If after making the adjustments as aforesaid there is a balance due by the Owner to the Manager, the same shall be carried forward and paid with the next Advance Payment payable by that Owner.

13. Notwithstanding anything in this Deed and/or any Sub-Deed contained, if any Owner's share of the Management Expenses and the Manager's Remuneration under this Deed and/or the Sub-Deed necessitates the payment of a fraction of a dollar, such Owner shall pay to the Manager the whole dollar instead of such fraction. The excess of the dollar over the fraction shall form part of the Management Fund.

14. Notwithstanding anything to the contrary contained in this Deed, if the Refuse Collection Point referred to in Special Condition No.(41) of the Conditions is leased surrendered or assigned to the Government or its representative, the Government or its representative shall not be bound by the terms of this Deed as far as the matters relating to the said Refuse Collection Point is concerned and shall not be required to execute this Deed of Mutual Covenant or any Sub-Deed.

E. SECURITY FOR AND RECOVERY OF MONEYS DUE TO THE MANAGER

1. Each Owner shall deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed and any Sub-Deed a sum equal to 3/12th of that part of the total budgeted Management Expenses and Manager's Remuneration payable by such Owner under this Deed and any applicable Sub-Deed for the Unit or property of which he is the Owner and the Manager shall pay such deposits into a separate trust bank account designated as such and that such monies may only be applied in repayment of such deposit to any Owner who assigns his Unit or to meet any amount which an Owner is required to pay in accordance with this Clause.

2. If any Owner shall fail to pay any amount payable hereunder and/or under any Sub-deed on its due date, he shall further pay to the Manager:

(1) Interest calculated at the rate of \$1.50 for each \$100.00 or part thereof remaining unpaid for each period of 30 days or part thereof for which it remains unpaid; and

(2) Such collection charge as the Manager shall decide to cover the cost (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

3. All amounts which become payable by any Owner in accordance with the provisions of this Deed and/or any Sub-Deed together with interest thereon as aforesaid and the said collection charge and all damage claimed for breach of any of the provisions of this Deed and any Sub-Deed and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager and the claim in any such action may include a claim for the solicitor and own client costs of the Manager in such action and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs. In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of the Owners as a whole and no Owner sued under the provisions of this Deed and/or any Sub-Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

4. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed and/or any Sub-Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed or any Sub-Deed within 30 days of the date on which the same became payable, the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to

recover the same including the legal expenses referred to in Clause 3 of this Sub-Section E and in registering the charge hereinafter referred to, shall stand charged on the Undivided

Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the said District Land Office against the Undivided Shares of the defaulting Owner and the Unit or property held therewith. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied.

5. Any charge registered in accordance with the last preceding paragraph shall be enforceable as an equitable charge by action at the suit of the Manager for an Order for sale of the Undivided Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the Unit or property held therewith and the provisions of Clause 3 of this Sub-Section E shall apply equally to any such action. Any such equitable charge shall rank in priority to any legal or equitable charge given or made by the Owner in respect of such Undivided Shares and the Unit or property held therewith notwithstanding that such other charge shall have been created and registered prior to such equitable charge.

6. The manager shall further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner and person occupying any Unit or property through, under or with the consent of any such Owner of the covenants, conditions and provisions of this Deed and any Sub-Deed binding on such Owner and of the Gardens Rules and the Building Rules and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 3 of this Sub-Section E shall apply to all such proceedings.

7. The Manager shall have all the powers of a Corporation incorporated under the Multi-storey Buildings (Owners Incorporation) Ordinance insofar as it may lawfully exercise such powers.

F. APPLICATION OF MONIES RECEIVED BY THE MANAGER

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

2. Where any insurance moneys, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against the Owners or any of them as provided in Sub-Section E of Section III hereof, the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the accounts of those Owners against whom a claim has been made in the same proportion as such claim.

3. All moneys paid to the Manager by way of interest and collection charges shall be applied towards the Management Expenses of the Gardens in such manner as the Manager may from time to time decide.

G. OWNER'S INTEREST IN MANAGEMENT FUNDS

Any person ceasing to be the Owner of any Undivided Share shall, in respect of the Undivided Shares of which he ceased to be the Owner, thereupon cease to have any interest in the funds

held by the Manager excluding the deposit paid under Clause 1 of Sub-Section E of this Section III to the intent that such fund shall be held and applied for the management of the Gardens irrespective of changes in ownership of such Undivided Shares PROVIDED that any such deposit may be transferred into the name of the new Owner of such Undivided Shares AND PROVIDED further that upon the Lot reverting to the Government and no renewal of the Crown Lease or further Crown Lease being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section IV hereof any balance of the said funds or in the case of extinguishment of rights and obligations as aforesaid an appropriate part of the said funds shall be divided proportionately between all Owners of the Undivided Shares immediately prior to such reversion or in the case of extinguishment of rights and obligations as aforesaid between the Owners whose rights and obligations are extinguished.

H. MANAGEMENT RECORDS AND ACCOUNTS

1. The financial year for the purpose of management of any particular Building shall commence on the day on which the Occupation Permit or temporary Occupation Permit of the Building is issued and shall terminate on the 31st day of December of the following year but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of that year Provided Always that the Manager shall have the right to change the financial year at any time upon giving notice in writing to the Owners.
2. All monies collected by the Manager in the exercise of its powers and duties hereunder (save and except sufficient petty cash for day to day requirements) shall be paid into a separate bank account or accounts in the name of the Manager.
3. The Manager shall keep true and proper accounts of all monies received in the exercise of its powers and duties hereunder and all expenditure thereof.
4. Within 180 days after the close of each financial year the Manager shall prepare annual accounts in respect of the preceding financial year which accounts will comprise a set of accounts for the entire management of the Gardens and a set of accounts for the management of each Building. Such sets of accounts shall be certified by the Auditors appointed under Clause 5 below as providing an accurate record of all items of income and expenditure during that preceding financial year.
5. The Manager shall appoint a firm of certified public accountants to audit the accounts and records of the Manager and to certify the annual accounts as hereinbefore provided. The Manager may revoke the appointment of such firm and appoint another firm in its place at any time as it may deem necessary or at the request of the Garden Owner's Committee.
6. (a) Within 60 days after the close of each financial year, the Manager shall prepare budgets for the then current financial year which budgets shall include all sums which in the opinion of the Manager will be necessary to meet the Management Expenses and Manager's Remuneration for the then current financial year and shall include an amount for contingencies.
 - (b) The first budgets shall be prepared by the Manager prior to the date of issue of the first Occupation Permit for the Gardens and will be for the period from the date of issue of the first Occupation Permit as aforesaid until the 31st day of December of the following year.

(c) At any time or from time to time, 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 falls to be included in that budget it may prepare a revised budget or budgets.

7. The Manager shall upon request and upon payment of a reasonable charge for copying the same send to each Owner a copy of such of the annual accounts, annual budgets, or revised budgets at any time after the same shall have been prepared as herein provided.

8. The Manager shall, upon 7 days notice permit any Building Owners' Committee or any Owner, to inspect any of the accounts prepared pursuant to Clause 6 of this Sub-Section H.

I. MANAGER'S STATEMENT

1. Within 180 days after the close of each financial year, the Manager shall prepare and send to each Owner a Manager's Statement which shall set out the following :

- (a) The total amount of the Manager's Remuneration payable by that Owner in respect of the preceding financial year;
- (b) The total amount of the Management Expenses of the Gardens payable by that owner in respect of the preceding financial year;
- (c) The total amount of the Management Expenses of the Building payable by that Owner in respect of the preceding financial year;
- (d) The total amount paid by that Owner during the preceding financial year;
- (e) The balance found to be payable or over-paid as the case may be from the foregoing amounts in respect of the preceding financial year;
- (f) The total amount of Management Expenses of the Gardens and of the Building budgeted to be payable by that Owner in respect of the then current financial year;
- (g) The total amount of the Manager's Remuneration budgeted to be payable by that Owner in respect of the then current financial year; and
- (h) The amount of the Advance Payments to be made by that Owner in the then current financial year.

2. In the event that the annual budgets are 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 year and the revised Advance Payments to be paid by that Owner in the then remaining part of the then current financial year.

SECTION IV

EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

1. In the event of any Building in the Garden being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for habitation, the Manager shall convene a meeting of the Owners of the Units in that

Building and such meeting may resolve by a 75% majority of the Owners present and voting that by reason of insufficiency of insurance monies, charges in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild such Building then in such event the Undivided Shares representing such Units in such Building shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and full rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective Undivided Shares previously held by such former owners including the deposit paid by the Owners under the Management Funds. All insurance moneys received in respect of any policy of insurance on such Building shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed of Mutual Covenant or any Sub-Deed shall be extinguished so far as the same relate to such former Owners of that Building.

2. The following provisions shall apply to a meeting convened by the Manager as provided in Clause 1 of this Section IV:

- (a) A meeting shall not proceed unless a quorum is present. A quorum shall consist of Owners of the Units in that Building in whom not less than 50% of the Undivided Shares allocated to that Building are vested. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting shall stand adjourned to the same time and day in the next week and at the same place and if at such adjourned meeting a quorum be not present, the Owners present shall be deemed to be a quorum;
- (b) the Manager shall preside at such meeting;
- (c) a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present at the meeting. A poll if demanded shall be taken at such time and in such manner as the Manager shall direct; and
- (d) on a show of hands every Owner entitled to be present and present at the meeting shall have one vote. In case of a poll every Owner of the Undivided Shares allocated to that Building shall have one vote for every Undivided Share held by him.

SECTION V

THE GARDENS OWNERS' COMMITTEE

1. There shall be established a Gardens Owner's Committee (hereinafter referred to as "the Committee") which shall hold its meetings in manner as hereinafter provided.

2. The Members of the Committee shall consist of:-

- (a) The Chairman or in his absence the Vice-Chairman of each Building Owners' Committee;
- (b) Two representatives of the Manager appointed from time to time in writing by the Manager; and

- (c) Two representatives of the Registered Owner appointed from time to time in writing by the Registered Owner Provided That the Registered Owner shall still hold Undivided Share(s) in any part or parts of the Lot.
3. The Committee shall meet whenever requested by the Manager.
 4. The Meetings of the Committee shall be convened by the Manager by at least 7 days' notice in writing specifying the time and place of the Meetings and the subjects to be discussed.
 5. One fifth of the total number of the Committee may request the Manager to convene a Meeting at any time.
 6. (a) No business shall be transacted at any time unless a quorum is present when the Meeting proceeds to business and not less than seven Members of the Committee shall be a quorum.
(b) If within half an hour for the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of Members of the Committee pursuant to Clause 5 above, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Members of the Committee present shall be a quorum.
 7. The Members of the Committee present at the First Meeting of the Committee shall choose one of their Members to be the Chairman and he shall be Chairman until the next Annual General Meeting. Thereafter the Chairman shall be chosen by the Members of the Committee as aforesaid at the first meeting of the Committee held in any calendar year. In the absence of the Chairman, the Members of the Committee present at any meeting duly convened shall choose one of their Members to be the Chairman of that Meeting.
 8. The Manager shall send a secretary to the Meeting who shall cause a record of the persons present at the Meeting and the proceedings thereof to be kept.
 9. All resolution passed at such Meetings shall be binding on all Owners but such resolutions are not binding on the Manager.
 10. A resolution put to the vote of the Meeting shall be decided on a show of hands.
 11. On a show of hands every Member of the Committee present at the Meeting shall have one vote.
 12. In the case of an equality of votes, the Chairman shall have a second or casting vote.
 13. The function of the Committee shall be limited to representing the Owners of the Gardens in all dealings with the Manager and undertaking such other duties as the Manager may delegate to the Committee.
 14. The Committee and the Members thereof shall not be liable to the Owners or any of them or to any person or persons whatsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any Sub-Deed not being anything involving criminal liability or dishonesty or wilful negligence by or on the part of any or all Members of the Committee. The

Owners shall fully and effectually indemnify all Members of the Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid (not involving criminal liability, dishonesty or wilful negligence on the part of the Committee or the Members thereof) and all costs and expenses in connection therewith.

15. The Members the Committee shall be entitled to be reimbursed for such out-of-pocket expenses necessarily incurred in carrying out their duties as approved in writing by the Manager.

16. (a) A Member of the Committee shall hold office until he ceases to be the Chairman or Vice-Chairman of the Building Owners' Committee or representative of the Manager or of the Registered Owner by whom he was appointed.

(b) In the event provided for in sub-paragraph (a) aforesaid or death, the Building Owners' Committee shall elect a new Chairman or Vice-Chairman (as the case may be) who shall ipso facto be the representative of that Building on the Committee to fill the vacancy thereby created.

(c) In the event provided for in sub-paragraph (a) aforesaid or death, the Manager (in the event of the Member concerned having been appointed by the Manager) or the Registered Owner (in the event of the Member concerned having been appointed by the Registered Owner) shall appoint a representative who shall be the representative of the Manager or the Registered Owner to fill the vacancy thereby created.

17. (a) The Committee shall cause to be kept records and minutes of the following :-

- (i) the appointment and vacation of appointments of all its Members and the secretary and all changes thereof;
- (ii) all resolutions and proceedings of the Committee; and
- (iii) the Members present at each Meeting;

(b) Such records and minutes shall be kept in such place as the Committee may from time to time determine and shall be open to inspection by any Member of the Committee or any Owner on reasonable notice being given. Any such person shall also be entitled to extracts thereof on paying reasonable charges therefor.

18. In the event the Manager shall be wound up or a Receiving Order made against it, or its appointment being terminated by the Owners of the Gardens pursuant to Clause 5 of Sub-Section A of Section III hereof, the Committee shall have power to and shall immediately thereafter appoint another permanent manager in his stead and the provisions of Clause 8 (g) of Section I shall apply. In deciding the appointment of another permanent manager the Committee shall vote on a show of hands only.

19. Nothing herein contained shall prevent the Committee from forming a sub-committee for the recreation and welfare of the residents of the Gardens or to co-opt members who are not members of the Committee to serve on such sub-committees.

SECTION VI

REFUSE COLLECTION POINT

There is constructed within the commercial complex erected

on the Remaining Portion of Section A of Tsing Lung Tau Lot No.60 a refuse collection point situated on the ground floor thereof (hereinafter called "the Refuse Collection Point"). Notwithstanding anything to the contrary in this Deed contained, the following provisions will apply to the Refuse Collection Point:-

1. The Owner for the time being of the Refuse Collection Point (hereinafter called "the RCP Owner") its licensees and all persons authorized by the RCP Owner shall have the right to pass and repass with or without vehicles over and along and use the other parts of the Lot and the Buildings for the purpose of access to and egress from the Refuse Collection Point Provided that the Manager may specify the parts of the Lot and the Buildings to be used for such purpose.
2. The RCP Owner shall not be required to pay anything hereunder or under any Sub-Deed whether by way of contribution to the Management Expenses or Manager's Remuneration or Advance Payment or security deposit or otherwise to the intention that the RCP Owner shall be wholly exempted from all payments payable by an Owner under this Deed or any Sub-Deed.
3. The RCP Owner shall have the exclusive and unrestricted right and privilege to display install erect or affix any sign poster advertisement or notice as it may see fit on the surfaces of the external walls of the Refuse Collection Point without the necessity of seeking the consent of the Manager or of any other Owner and to maintain and remove the same at its own costs Provided Always that the structure of such external walls shall remain part of the Retained Areas or (as the case may be) the Common Areas.
4. The RCP Owner shall have full right and privilege to entre into any part of the Lot upon giving to the Owner (in the case of a Unit) or to the Manager (in the case of the Common Areas) prior reasonable notice (except in the case of emergency) for the purposes of inspecting maintaining and repairing any part or parts of the Refuse Collection Point or any apparatus equipment or facilities installed or used for the benefit of the Refuse Collection Point Provided that in the exercise of such right and privilege the RCP Owner shall act with all due expedition causing as little disturbance as possible to the other Owners.
5. The RCP Owner shall have unrestricted right and liberty to use any part of the Refuse Collection Point for any other purpose or purposes as it shall see fit (in addition to or in lieu of use as a Refuse Collection Point) Provided that such additional or alternative use shall not contravene the terms covenants and conditions of the Conditions or any legislation from time to time in force in Hong Kong.
6. The Building Rules and Garden Rules and any other rules made under this Deed or any Sub-Deed shall not be binding on the RCP Owner and its licensees unless the same shall have been previously approved by the RCP Owner in writing.
7. In the event that the Financial Secretary Incorporated (a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance Chapter 1015 of the Laws of Hong Kong) shall own the Refuse Collection Point, all notices or demands required to be given to the RCP Owner hereunder shall be sent or delivered to The Financial Secretary Incorporated c/o The Rating and Valuation Department (Leasing Division)),, Hennessy Centre, 500 Hennessy Road, Causeway Bay, Hong Kong or such other address as the RCP Owner shall notify the

Manager in writing.

SECTION VII

RECREATIONAL FACILITIES

1. Notwithstanding anything hereinbefore contained, the Registered Owner is entitled at any time and from time to time convert any of the Recreational Facilities into Retained Areas Provided that the Registered Owner shall at the same time convert similar Facilities (completed and in operation) within the Retained Areas into Recreational Facilities so that the Recreational Facilities shall at all times comprise the facilities as stated in Recital (1)(a) hereof.

SECTION VIII

MISCELLANEOUS

1. Each Owner shall notify the Manager of any change of ownership of his Unit within one month from the date of the assignment thereof. No person shall after ceasing to be an Owner of an Undivided Share be liable for any debts, liabilities or obligations under the covenants, terms and conditions of this Deed and any Sub-Deed in respect of such Undivided Share and/or the part of the Gardens held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof Provided that notwithstanding anything herein contained, the Owner for the time being of any Undivided Share shall be responsible for and pay and settle on demand by the Manager the arrears (if any) of the contribution to the Management Expenses and the Manager's Remuneration owing by the previous Owner of such Undivided Shares.

2. Each Owner shall upon written request of the Manager notify the name and address of the person authorised by him to accept service of process.

3. All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by pre-paid post to or left at the last address (if any) of such Owner notified to the Manager or left at or sent to the Unit of which the party to be served is the Owner notwithstanding that such party is not personally occupying the same Provided However that where notices are to be given to an Owner who is a mortgagee such notice shall be served on the mortgagee if a company at its registered office or last known place of business in Hong Kong and if an individual at its last known residence. All notices required to be given to the Manager shall be properly served if sent to the registered office of the Manager or left at the Manager's office in the Gardens.

4. Notwithstanding the Refuse Collection Point referred to under Special Condition No.41 of the Conditions is leased surrendered or assigned to the Government or its representative, the Government or its representative shall not be required to pay or make any contribution towards the Management Expenses, Manager's Remuneration and any of the expenses or payments referred to in Clause 1 of Section III hereof.

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

SEALED with the Common Seal of
the Registered Owner and SIGNED
by T.H. WANG and TAI CHING PING
two of its directors
whose signatures are verified by:

T.H. Wang
Tai Ching Ping

[Signature]
WU WING KIT
Solicitor, Hong Kong

Tai Ching Ping

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

蔡正權
莫肖芝

[Signature]
PATRICK YEUNG
Clerk to Messrs. Fred Kan & Co
Solicitor, Hong Kong

Hong Kong Identity Card No. *R284303(5)*
Hong Kong Identity Card No. *R3410086*

SEALED with the Common Seal of
the Manager and SIGNED by
TAM WAI KOON and NG SHUNG MO
two of its directors
whose signatures are verified
by :

[Signature]
[Signature]

[Signature]
WU WING KIT
Solicitor, Hong Kong

TL 60

INTERPRETED to the First Purchaser by :-

[Signature]
PATRICK YEUNG
Clerk to Messrs. Fred Kan & Co.,
Solicitors, Hong Kong.

I hereby verify the signature of Patrick Yeung

[Signature]
WU WING KIT
Solicitor, Hong Kong.

DATED the 20th day of September 1986

TSING LUNG INVESTMENT
COMPANY LIMITED

and

POK CHING HUNG and MOK CHIU LAN

and

T.L.60 MANAGEMENT LIMITED

DEED OF MUTUAL COVENANT

of

TSING LUNG TAU LOT NO.60

(the entire development thereon
known as "Hongkong Garden")

I certify the foregoing reproduction
to be a true and complete copy of the
original instrument.

Dated the 28 JAN 1991


CHOW HUK PUI
Solicitor, Hong Kong.


REGISTERED in the Tsuen

Wan District Land Office by

Memorial No. 403933

on

30 SEP 1986


p. Land Officer

Fred Kan & Co.
Solicitors
903 Far East Finance Centre
16 Harcourt Road
Hong Kong