

荔灣花園  
大廈公契



This Indenture made the Tenth day of September

One thousand nine hundred and seventy seven

BETWEEN the several persons and companies or corporations whose names addresses and descriptions are set forth in the First Column of the First Schedule hereto.

WHEREAS the premises more particularly described and set out in the Second Schedule hereto (hereinafter called "the said premises") are held from the Crown for the residue of the term of years with such right of renewal or upon such terms and conditions as set out in the Second Schedule hereto.

AND WHEREAS a multi-storeyed building known at the date hereof as "LAICHIKOK BAY GARDEN ( 荔灣花園 )" (hereinafter called "the said building") has been constructed on the said premises.

AND WHEREAS the parties hereto have agreed to enter into these presents to define their respective rights and interest in the said premises and the said building.

NOW THIS INDENTURE WITNESSETH as follows :-

1. Each of the parties hereto for himself and his executors administrators and assigns hereby grants unto each of the other parties hereto their or his respective executors administrators and assigns the full right and privilege to the exclusive use occupation and enjoyment and the rents and profits of the part of the said building and the said premises set out in the Second Column of the First Schedule hereto opposite to the respective names of the grantees as set out in the First Column of the said First Schedule TO THE INTENT that each of the parties hereto shall be entitled to the exclusive use occupation and enjoyment and the rents and profits of the part of the said building and the said premises so set out opposite to his name as aforesaid.

2. Subject to Clause 12 hereof the respective grants hereinbefore contained shall in each case be for the residue of the term of years and renewed term (if any) set out in the said Second Schedule hereto.

3. Each owner shall hold his part of the said building and the said premises subject to and with the benefit of the following rights privileges and obligations namely :

- (a) Full right and liberty to go pass and repass over and along the entrances, staircases, landings and passages in the said building and the roads and footpaths within the said premises and to use the lifts for all purposes connected with the proper use and enjoyment of his part of the said building.
- (b) The right to subjacent and lateral support and to shelter and protection from the other portions of the said building.
- (c) The free and uninterrupted passage and running of the water sewage gas and electricity from and to his part of the said building through the sewers, drains, watercourses, cables, pipes, pumps, tanks and wires which now are or may at any time hereafter be in under or passing through the said premises and building or any part or parts thereof.
- (d) The right for the owner or occupier for the time being of any part of the said building with or without servants, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon the other parts of the said building and the common areas thereof for the purposes of carrying out any work necessary for the maintenances and repair of the said building or any part thereof causing as little disturbance as possible and making good any damage caused thereby.

(e) Full right and privilege for the Building Manager of the said building with or without surveyors workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon each part of the said building for the purpose of rebuilding, repairing, renewing, maintaining, cleansing, painting or decorating the said building or any part or parts thereof or any sewers, drains, watercourses, cables, pipes, pumps, tanks, wires or services thereon or any other apparatus and equipment used or installed for the benefit of the said premises and building or any part thereof as part of the amenities thereof and not by any individual owner for his own purposes or enjoyment.

(f) All the above rights and privileges are subject to and conditional upon the owner for the time being paying his due share of the management, operation, servicing, maintenances and repairing expenses as hereinafter provided.

4. Each owner shall be bound by and shall observe and perform the following covenants provisions and restrictions :

(a) Chi Pan Company Limited shall be appointed as the Building Manager for all the owners to manage and provide services in respect of the whole of the said building and shall continue so to act for the term of 3 years from the date hereof and thereafter until either party shall determine such appointment by three months notice in writing to the owners of the said building or the Building Manager as the case may be. The expression "the Building Manager" used in this deed shall mean the said Chi Pan Company Limited or the Building Manager for the time being for the owners of the said building appointed as

hereinafter provided.

(b) If the said Chi Pan Company Limited shall resign from its appointment as the Building Manager of the said building then the owners of the said premises and the said building shall as soon as possible thereafter at a meeting held under Clause 13 of this deed by resolution appoint another person in its stead. On the appointment of any Building Manager as aforesaid, the owners of the said premises and of the said building shall forthwith enter into a Management or Service Agreement with the new Building Manager defining the rights, duties and obligations of the Building Manager.

(c) It shall be the duty of the Building Manager to manage and provide services in respect of the said building and in particular the Building Manager shall arrange for refuse disposal from each unit in the said building and from the common parts thereof and for the lighting and ventilation of the common parts and repairing renewing maintaining and cleansing of the common parts services and facilities.

(d) All employees of the Building Manager shall be fully insured against Employers Liability and the Building Manager and the owners of the said building shall be insured and kept insured against Third Party Liability with some reputable insurance company or companies and the Building Manager shall take out the requisite policies and shall pay all premia required to keep such policies in force.

(e) The Building Manager shall keep accounts of the expenditure incurred and of all payments made to the Building Manager in respect of managing the said building and each owner or his

*check*  
*account*

authorised agent shall at any time during office hours have the right to inspect such accounts and to make extracts therefrom.

(f) The following costs charges and expenses shall be borne and paid by the owners of the said building in such manner as provided in sub-clause (h) hereof, namely :

- (i) Electricity, water and other similar charges for or in connection with the said building as a whole and not being in respect of the use of or consumption in any particular flat, shop or car parking space or other area enjoyed exclusively by one owner.
- (ii) Remuneration for caretakers, watchmen, cleaners, attendants and the like.
- (iii) The cost of refuse disposal.
- (iv) The cost of repairing, renewing, maintaining, cleansing, painting, or decorating the building or any part or parts thereof and all water pumps, tanks, pipes, sewers, drains, watercourse, cable wires, or services therein and all the apparatus equipment and convenience thereof.
- (v) The cost of operating and servicing the water pumps.
- (vi) The costs of operating maintaining repairing servicing replacing and renewing all the lifts in the building.
- (vii) The charges payable to Government or to any individual or company for the supply of flush water.
- (viii) The premia payable for the insurance of the said building against employer's liability and against third party liability as aforesaid.
- (ix) Such legal or other fees and costs which may be incurred by the Building Manager in the performance of any duty

(x) The monthly sums equivalent to 10% of the monthly expenses for the management which the Building Manager may charge as remuneration for the performance of its duties hereunder.

(g) Each owner shall deposit and from time to time maintain with the Building Manager an amount equivalent to 3 months monthly expenses for the management payable by him for his unit or units as security against his liabilities under this deed.

(h) Each owner shall pay for his Flat, shop or car parking space to the Building Manager on account of his share of the said costs expenses of the management the monthly amount set out in the 2nd Column of the List mentioned hereinbelow opposite to the Flat, shop or car parking space set out in the 1st Column of the said List of which he is the owner and such contribution shall be made and payable monthly on demand of the Building Manager :

List of Monthly Contribution

<u>1st Column</u>	<u>2nd Column</u>
<u>Units</u>	<u>Monthly Contribution</u>
Shop No. 1A	\$ 90.00
1B	\$ 30.00
1C	\$ 100.00
Shop No. 2A	\$ 105.00
2B	\$ 30.00
2C	\$ 85.00
Shop No. 3A	\$ 90.00
3B	\$ 30.00
3C	\$ 120.00
Shop No. 4A	\$ 90.00
4B	\$ 30.00
4C	\$ 105.00
Shops Nos. 5 and 5A	\$ 1, 800.00
Shops Nos. 6 and 7	\$ 2, 400.00
Car Parking Spaces on the Lower Ground Floor	\$ 200.00
Car Parking Spaces on the 1st Lower Ground Floor	\$ 300.00

Flats A1, A2, A3, A4, A5, A6, A7, A8, B1, B2, B3, B4, B5, B6, B7 and B8 on the 1st to 26th floors (inclusive) \$ 65.00 for each flat

Flats C1, C2, C3, C4, C5, C6, D1, D2, D3, D4, D5 and D6 on the 1st to 15th floors (inclusive) \$ 80.00 for each flat

Flats C1, C2, D1 and D2 of Pent House (16th floor) \$ 80.00 for each flat

If the total contribution payable to the Building Manager by the owner of the said building as aforesaid shall be insufficient to cover all or any of the said costs charges and expenses then such owner shall make further contributions towards such expenses in the proportion to the amount of the monthly contributions herein provided payable by them to their respective units.

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- ) If there should be any surplus after payment of all the costs charges and expenses then the surplus shall be held by the Building Manager in a bank account and shall only be applied by it in or towards payment of such costs charges and expenses thereafter to become due.
- j) The Building Manager shall have power and authority to do all or any of the following acts and things, namely :
- (i) To demand and receive from each owner the contributions payable by each owner as hereinbefore specified and all such contributions shall without prejudice to any other remedy exercisable hereunder be recoverable by the Building Manager by civil action and the defaulting owner shall not be entitled to dispute the right of the Building Manager aforesaid to sue and recover the unpaid contributions.
- (ii) If any of the owners shall fail to make any such contribution or further contributions as above provided within seven days after written notification from the Building Manager calling upon him so to do the Building Manager shall be at liberty to



and to stop the use of the lifts by the defaulting owner until such contribution or further contributions shall have been paid by such defaulting owner.

(iii) To remove any structure or installation in the said building which is illegal or contravene the terms of this deed and to demand and receive from the owner by whom such structure or installation was erected or installed the costs and expenses of such removal.

(iv) To employ and to dismiss caretakers watchmen cleaners and attendants of the said building.

(v) To repair renew maintain service clean and paint the said building or any of the common areas and common facilities thereof and for such purpose to engage and to enter into contracts with any person firm or corporation.

(vi) To pay to the insurers of the said building all such premia as may be required for all insurances of the said building.

(vii) To appoint a solicitor or other appropriate legal counsel to advice upon any point which arises in the management of the said premises and the said building necessitating professional legal advice and with authority to accept service

on behalf of all the owners for the time being of the said premises and the said building of all legal proceedings relating thereto their services apparatus and equipment (but not proceedings relating to the rights or obligations of individual owners) and, in particular but without limiting the foregoing, in all proceedings in which the Crown or the Government of Hong Kong shall be a party and at all times

within seven days of being requested so to do by the Director of Public Works or other competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such owners whether for the purpose of order 10 Rule 1 of the Rules of the Supreme Court (or any provision amending or in substitution for the same) or otherwise.

(viii) To prevent (by legal action if necessary) any person including any owner from occupying or using in any manner in contravention of this Deed or any House Rules made hereunder any of the common areas of the said building.

(ix) To prevent and to take legal action, if necessary, to remedy any breach by any owner or other person resident in or visiting the said premises and the said building of the terms and conditions contained in the Conditions of Exchange under which the said premises are held.

(x) To prevent any person detrimentally altering or injuring any part or parts of the said premises or the said building or any of the equipment, apparatus, services or facilities thereof.

DATE:

(k) The Building Manager shall make suitable arrangements for the disposal of refuse or garbage from the said building.

(l) (i) The Flats on the 1st to the Top floor of the said building (inclusive) shall be used for private residential purposes only and the owners thereof shall not use or cause or permit the said Flats or any part thereof to be used as an inn hotel boarding house apartment house lodging house or for religious purposes.

(ii) Shops on the Upper Ground Floor, the Ground Floor and the

Lower Ground Floor of the said building shall be used for commercial purpose only and the owners thereof shall not use or cause or permit the same or any part thereof to be used for any noisy noisome or offensive trade or business.

(iii) Car Parking Spaces on the Lower Ground Floor and the First Lower Ground Floor of the said building shall only be used for parking of vehicles.

(m) The Building Manager shall make suitable arrangements for the supply of flush water to the said building but shall be under no liability if at any time such supply is temporarily suspended.

(n) If a separate government water meter is at any time installed for any unit then the cost of such meter and the installation thereof shall be paid by the owner of such unit.

(o) The common parts services and facilities referred to in this deed shall include the following :

(i) The entrances staircases landings and passages which are not included in any part of the building exclusively owned by one owner or several co-owners as specified in the First Schedule hereto.

(ii) The sewers gutters drains watercourses cable wells pipes pumps tanks wires sanitary fittings fire fittings and refuse disposal equipment and other apparatus and equipment used or installed for the benefit of the said building as part of the amenities thereof and not by any individual owner for his own use or purposes.

(iii) The lifts.

(p) Any person authorised by a party to this deed or by a person covenanting to observe this deed to use a space structure or

service belonging to the premises shall use it in a careful manner and shall not do anything which shall or is likely to cause damage or injury thereto or inconvenience to the other owners.

(g) The owner for the time being of the roof shall allow the owners of the other units and their tenants workmen and other persons authorised by them such access to the said relevant roofs at all reasonable times for the purposes of maintaining and repairing the water tank erected on the said roofs.

5. The Crown Rent in respect of the said premises shall be borne and paid by the owners in proportion to the respective shares in the said premises for the time being vested in them.

6. If any one unit in the said building shall have its own separate government water meter then the water charges for the supply of water to such unit shall be paid by the owner thereof but if two or more units in the said building share the same government water meter then the water charges for the supply of water to such group of units shall be shared and paid by the owners thereof in proportion to the number of such units for the time being owned by such owners.

7. All existing and future taxes rates assessment property tax and outgoings of every description for the time being payable (Crown Rent excepted) in respect of any part of the said building shall be borne by the owner of that particular part.

8. The expenses for keeping the interior of any part of the said building and all the fittings and furniture and all plumbings therein and the windows and doors thereof in good and tenantable repair shall be borne by the owner of that particular part.

9. Save and except as provided in Clause 10 (a) each owner may place and erect in his own part of the said building at his own expense any additions improvements or furniture and may make alterations thereto and shall have the right to remove the same at his own expense.

10. Each part hereto hereby covenants with the others as follows :

(a) Not to make any structural alterations in his part of the said building which may damage the other parts thereof or cause any inconvenience to the other occupiers and not to make any alteration to the water or gas pipes electrical wiring or plumbing which may cause such damage or inconvenience as aforesaid and not to cut or injure the cement concrete flooring columns beams or girders of the said building or do anything whereby the structural strength thereof may be affected.

DATE:

(b) Not to do anything whereby any insurance of the said building or any part thereof against fire may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and to indemnify the other owners against any increased or additional premium which by reason of any act or default of his may be required for effecting or keeping up such insurance and that in the event of the said building or any part or parts thereof being damaged or destroyed by fire at any time and the insurance money under any insurance against fire effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of his then and in every such case he shall forthwith pay to the other owners the whole or (as the case may require) a fair proportion of the cost of completely rebuilding or reinstating

the same.

- (c) Not to use or permit or suffer any or other area or any part thereof to be used for any purpose except in accordance with any applicable building or other regulation or any Government or other permit, consent or requirement from time to time applicable thereto.
- (d) Not under any circumstance to use or permit or suffer any unit of the said building or other area or any part thereof to be used for the purpose of a dancing hall, boarding house, guest house, apartment house, bath house, Buddhist Hall for the performance of the ceremony known as "Tai Chai ( 打齋 )" or any similar ceremony or for any obnoxious purposes.
- (e) Not to use any flat, shop or car parking space or other areas of the said building or any part thereof for any illegal, unlawful or immoral purposes nor do or permit anything therein or thereupon which may create unnecessary noise or which may be or become a nuisance or annoyance or cause damage or inconvenience to the owners or occupiers of the said building or any neighbouring premises.
- (f) Not to permit or suffer to be effected any structural or non-structural change or alteration in colour or otherwise to the external walls of any flat or flats of which he is the owner.
- (g) Not to place or permit or suffer to be placed anything in or occupy or permit or suffer to be occupied any part of the said land and building intended for common use and not to use or permit or suffer to be used any such part of the said land and building otherwise than for the purpose for which it is designed.

- (h) Not to dirty or damage or permit or suffer to be dirtied or damaged the lifts, apparatus, equipment or services or other parts of the said premises and building for common use.
- (i) Not to do or permit or suffer to be done anything wheret flush or drainage system of the said building may be clogged or the efficient working thereof may be impaired.
- (j) Not to store or permit or suffer to be stored in the unit or any part of the said building any obnoxious, explosive, combustible, hazardous or dangerous things, goods or materials.
- (k) Not to place or permit or suffer to be placed any article or thing in the entrance halls, staircases, landings, passages or fire exits or otherwise cause obstruction to the same.
- (l) Not to throw out or drop or permit to be thrown out or dropped from any unit of which he is the owner any rubbish, waste or other article or thing whatsoever.
- (m) Not to attach or put up or hang or permit or suffer to be attached or put up or hung any radio or television aerial on or from the exterior of the said building except in such part thereof as the Building Manager shall approve or direct.
- (n) To keep the interior of each flat and shop of which he is for the time being the owner in good repair and condition and to maintain the same in a manner so as to avoid any loss, damage, nuisance or annoyance to the owners or occupiers of any other flats shops and units in the said building or any part of the neighbouring premises.
- (o) To be responsible for and to indemnify the Building Manager and all other owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of

or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of any occupier of any unit of which he is the owner or any person using the same with his consent express or implied or by, or through, or in any way owing to the defective condition thereof or the overflow of water therefrom.

(p) To be responsible to the Building Manager and the other owners for the time being for the acts and omissions of any of the persons occupying any unit of which he is the owner or using the same with his consent, express or implied, and to pay all costs charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of any of such persons, in the case of loss or damage which the Building Manager is responsible for making good or repairing pursuant to their powers and duties hereunder, such costs charges and expenses shall be recoverable by the Building Manager as herebefore provided and in the case of loss or damage suffered by other owners or occupiers of the said land and building which the Building Manager is not responsible for repairing or making good, such costs, charges and expenses together with all other damages recoverable by action shall be recoverable by the person or persons sustaining the loss or damage.

11. Each owner shall have the fullest right and liberty without reference to the other owners and without the necessity of making the other owners parties thereto to sell mortgage or otherwise dispose of his part of the said building and his share in the said premises together with the benefit of and subject to these presents and to let or demise his part of the said



building to any tenant or lessee Provided That such owner shall be responsible to the other owners for the due performance and observance on the part of such tenant or lessee of the terms and conditions hereof.

12. If the said building shall be so damaged by fire typhoon earthquake subsidence or any cause (not attributable to the default of any of the owners or for which any of them is responsible) so as to render the said building wholly unfit for habitation and necessitate the rebuilding thereof then and in such event the respective grants hereinbefore made shall be extinguished and each owner shall release unto the other owners all the rights and privileges hereinbefore contained and from the covenants to be performed hereunder and these presents shall then be deemed to be cancelled and of no effect.

13. From time to time there shall be meetings of the owner to discuss and decide matters concerning the said building and in regard to such meeting the following provisions shall apply :

- (a) A meeting may be validly convened by those owners of the said premises who in the aggregate have vested in them for the time being not less than 1/10th of the shares in the said premises.
- (b) Every such meeting shall be convened by at least seven days notice in writing specifying the time and place of the meeting.
- (c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and owners present in person or by proxy who in the aggregate have vested in them not less than 1/5th of the shares in the said premises shall be a quorum.
- (d) The owners present at each meeting shall choose someone of their members to be chairman.
- (e) The chairman shall cause a record to be kept of the persons

present at the meeting and the proceedings thereof.

(f) Every owner shall have one vote for each share in the said premises vested in him and in case of owners who together

are entitled to one such share such owners shall jointly have one vote for one such share and in case of dispute the first named of such owners shall have the right to vote.

(g) In case of any equality of votes the chairman shall have a second or casting vote.

(h) Votes may be given either personally or by proxy.

(i) The instrument appointing a proxy shall be deposited with the chairman of the meeting at the meeting.

(j) Any resolution on any matter concerning the said premises and building passed at a duly convened meeting by a majority of the owners present in person or by proxy and voting shall be binding on all the owners Provided as follows :

(i) The notice convening the meeting shall specify the intention to propose a resolution concerning such matter.

(ii) Any resolution purported to be passed at such meeting concerning any other matters shall not be valid.

(iii) No resolution shall be valid if it is contrary to the provisions of this deed.

(k) A resolution in writing signed by owners who in the aggregate have vested in them for the time being more than one half of the shares in the said premises shall be as valid and effectual as if it had been passed at a duly convened meeting of the owners.

(l) The accidental omission to give notice as aforesaid to any

owner shall not invalidate the proceedings at any meeting or

any resolution passed thereat.

14.

If at any time it is necessary to carry out any works to the said premises in pursuance of any resolution as aforesaid any owner or owners may serve on all other owners to be affected by such works a notice in writing signed by the owner serving it requiring such other owners to carry out such works within a reasonable time according to the nature of the work but in any case not less than one month from the date of service of such notice. In the event of the owners upon whom such notices are served failing to comply with the same then the owner or owners serving such notice shall be entitled at their discretion but so as to cause the least possible disturbance to the other owners and after giving not less than one week's notice of their intention so to do, to carry out such work themselves or through their agent or contractors, whereupon the defaulting owners shall be liable for their proportionate part of the costs and expenses incurred by the owner or owners executing such work.

15.

If any of the owners shall fail to pay his share under any of the provisions herein contained any of the other owners may advance the share of such defaulting owner and until repayment by such defaulting owner the amount so advanced shall be a debt due to the other owner who has so advanced the sums and shall stand charged upon the share or shares and interest of the defaulting owner of and in the said premises and the said building. Provided that such charges shall not be binding on any person dealing bona fide for money's worth with the defaulting owner unless notice thereof shall have been previously registered in the Land Office.

16.

Subject to Clause 17 hereof the owner of the said building shall not erect affix install or attach or display or cause to be erected

affixed installed or attached to it or on any external wall of the said building without written consent in writing of Grandolty Company Limited the First Owner named in the Schedule hereto.

17. The First Owner shall have the following exclusive rights:

- (a) To erect construct install or affix or permit any person or persons to erect construct install or affix any sign or signboards of such size and design and in such position on the external walls of the said building as the First Owner shall in its absolute and unfettered discretion think expedient or desirable and to exhibit or paint or permit any person or persons to exhibit or paint any advertisements whether illuminated or otherwise on the external walls of the said building.
- (b) To erect install or fix up or permit any owner or owners of the said building to erect install or fix up one or more chimneys on such part or parts of the open yard and the external walls at the rear or side or both the rear and side of the said building as the First Owner shall at its discretion think fit PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the First Owner and/or any of the owner or owners permitted by the First Owner shall at all times observe and comply with all the laws and regulations relating to erecting maintaining and dismantling signs signboards or advertisement (whether illuminated or otherwise) and/or one or more chimneys and shall be solely responsible for the repair maintenance upkeep renewal and removal of such signs signboards or advertisement and/or chimneys and the external walls and such part or parts of the open yard of the

said building upon which and/or to which such signs signboards or advertisement and/or chimneys shall be affixed PROVIDED FURTHER that with the object and intent of affording to the co-owners or occupiers for the time being of the said building a full and sufficient indemnity the First Owner and/or any of the owner or owners permitted by the First Owner shall at all times indemnify and keep indemnified the co-owners and occupiers for the time being of the said building against all loss damage injury costs expenses actions claims and demands arising out of or on account of or resulting from the installation repair renewal maintenance and upkeep of such signs signboards or advertisement and/or chimneys or the external walls or any part or parts of the open yard of the said building or any defect therein or any failure to maintain the same in proper repair and condition.

18. The covenants conditions and provisions of this deed shall be binding on the parties hereto and their respective executors, administrators successors in title and assigns and the owner or owners for the time being of the said premises and every part thereof PROVIDED THAT no person shall be bound thereby after ceasing to own any part or share of and in the said premises and the said building or any interest therein save and except in respect of any matter arising previous to his ceasing to own such part or share or interest therein. The Law of Property (Enforcement of Covenants) Ordinance 1956 and any statutory amendment, modification or replacement thereof for the time being in force shall apply to these presents.

19. All notices required to be served hereunto shall be sufficiently served if a copy is posted up on the part of the said premises allotted to the

owner to be served notwithstanding that such owner shall not personally occupy such part of it a copy is sent by registered post to the last known address in Hong Kong of the owner to be served.

20.

(a) In the presents (if the context permits or requires), words importing the singular number only shall include

the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations and

(b) the word "owner" shall include each person in whom for the time being the legal estate in any undivided share in the said premises and the said building is vested and every joint tenants or tenants in common of any such share, and where the said legal estate in any such undivided share has been assigned by way of mortgage the word "owner" shall include both Mortgagor and Mortgagee PROVIDED however that subject to the provisions of the said Mortgage the voting rights conferred on the owner of such undivided share by the provisions of this deed shall be exercisable by the Mortgagor unless the Mortgagee is in possession or in receipt of the rents and profits of such share.

IN WITNESS whereof the First Owner has caused its Common Seal to be hereunto affixed and the Second Owner has hereunto set her hand and seal the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

FIRST COLUMN

SECOND COLUMN

THIRD COLUMN

Names, addresses and description of the parties hereto

The part or unit of the said building to be exclusively used, occupied and enjoyed by the owner whose names appears in the First Column directly opposite to the reference to such part or unit in this Column

Shares of and in the said premises and the said building allocated to the units referred to in the Second Column

LANDCITY COMPANY LIMITED (旺城有限公司) whose registered office is situated at 25th Floor Hongkong Centre, Paterson Street Causeway Bay Hong Kong (hereinafter called "First Owner") of the part

Flats A1, A2, A3, A4, A5, A6, A7, A8, B1, B2, B3, B4, B5, B6, B7, and B8 on the 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th and 25th floors of the said building

3,840/7, 500th shares (10/7, 500th shares each)

Flats A1, A2, A3, A4, A5, A6, A7, A8, B1, B2, B3, B4, B5, B6, B7, and B8 (including the Flat-Roof appurtenant thereto) on the 1st floor of the said building

176/7, 500th shares (11/7, 500th shares each)

Flats A1, A2, A3, A4, A5, A6, A7, A8, B1, B2, B3, B4, B5, B6, B7, and B8 (including the Roof thereof) on the 26th floor of the said building

176/7, 500th shares (11/7, 500th shares each)

Flats C1, C2, C3, C4, C5, C6, D1, D2, D3, D4, D5 and D6 on the 2nd, 3rd, 4th, 5th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th and 15th floors of the said building

1,872/7, 500th share (12/7, 500th shares each)

Flats C1, C2, C3, C4, C5, D1, D2, D3, D4, D5 and D6 on the 6th floor of the said building

132/7, 500th shares (12/7, 500th shares each)

Flats C1, C2, C3, C4, C5, C6, D1, D2, D3, D4, D5, and D6 (including the Flat-Roof appurtenant thereto) on the 1st floor of the said building

156/7, 500th shares (13/7, 500th shares each)

Flats C1, C2, D1 and D2 of Pent House (16th floor) (including the Roof thereof) of the said building

144/7, 500th shares (36/7, 500th shares each)

Shop No. 1A on the ground floor of the said building	15/7, 500th shares
Shop No. 1B on the ground floor of the said building	7/7, 500th shares
Shop No. 1C on the ground floor of the said building	18/7, 500th shares
Shop No. 2A on the ground floor of the said building	19/7, 500th shares
Shop No. 2B on the ground floor of the said building	7/7, 500th shares
Shop No. 2C on the ground floor of the said building	14/7, 500th shares
Shop No. 3A on the ground floor of the said building	14/7, 500th shares
Shop No. 3B on the ground floor of the said building	5/7, 500th shares
Shop No. 3C on the ground floor of the said building	21/7, 500th shares
Shop No. 4A on the ground floor of the said building	17/7, 500th shares
Shop No. 4B on the ground floor of the said building	5/7, 500th shares
Shop No. 4C on the ground floor of the said building	18/7, 500th shares
Shop No. 5 on the ground floor and Shop No. 5A on the Lower Ground Floor of the said building	200/7, 500th shares
Shops Nos. 6 and 7 on the Upper Ground Floor of the said building	360/7, 500th shares
Car Parking Spaces on the Lower Ground Floor of the said building	118/7, 500th shares
Car Parking Spaces on the 1st Lower Ground Floor of the said building	154/7, 500th shares
Flat C6 on the 6th floor of the said building	12/7, 500th shares

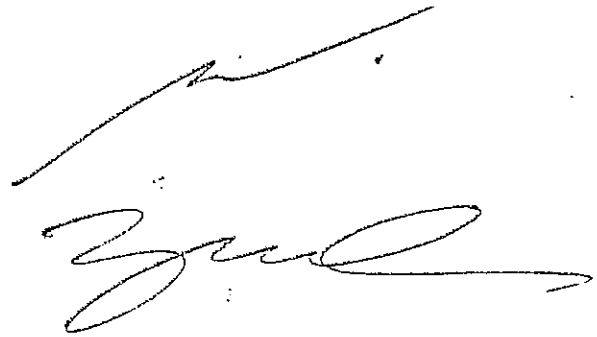
EUNG LAI WAH (張麗華)  
 Flat C6 on 6th floor of  
 Ichikok Bay Garden Kau  
 Keng Kowloon Hong Kong  
 married Woman (hereinafter  
 led "the Second Owner")  
 the other part,

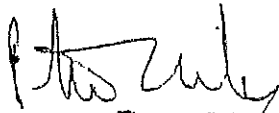


THE SECOND SCHEDULE ABOVE REFERRED TO

And in ALL THE right title benefit and interest  
of and in ALL THAT piece or parcel of ground situate lying and  
being at KAU WA KONG New Territories Hong Kong and known and  
registered in the District Office Tsuen Wan as LOT NO. 3336  
IN SURVEY DISTRICT 4 are now vested in the parties hereto  
as Tenants in Common in the following shares namely AS TO  
7,488 equal undivided 7,500th parts or shares thereof in the  
First Owner AND AS TO the remaining 12 equal undivided  
7,500th parts or shares thereof in the Second Owner for the  
term of 99 years less three days commencing from the 1st day  
of July 1898 under and by virtue of the terms and conditions  
contained in certain Conditions of Exchange registered in the  
District Office, Tsuen Wan as New Grant No. 5271.

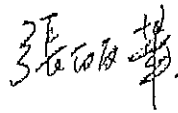
SEALED with the Common Seal of )  
the First Owner and SIGNED by )  
Thomas Chen Tseng Tao and Yin )  
Shang Shing two of its Directors )  
----- )  
whose signatures are verified by : )



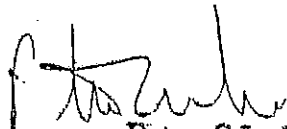
  
Peter C.L. Lo  
Solicitor,

Hong Kong.

SIGNED SEALED AND DELIVERED )  
by the Second Owner in the presence )  
of : )

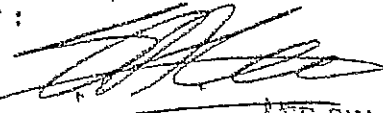




  
Peter C.L. Lo  
Solicitor,

Hong Kong.

INTERPRETED to the Second Owners by :



Clerk to Messrs. Woo, Kwan, Lee & Lo, <sup>SET SIU HIM</sup>

Solicitors &c., Hong Kong.



paid in respect of Stamp Duty

Asst. Collector

Dated 10th September 1977.

GRANDCITY COMPANY LIMITED

and

ANOTHER

\*\*\*\*\*

Attested Copy

DEED OF MUTUAL COVENANT

in respect of

Lot No. 3336 in Survey District 4  
(Lai-chikok Bay Garden)

\*\*\*\*\*

I hereby certify that this copy is a true and complete copy of the original (or properly certified copy of the original)  
Dated 10 NOV 1989

JOHN NU  
Solicitor,  
Hong Kong.

WOO, KWAN, LEE & LO,

Solicitors &c.,

26th Floor, Connaught Centre,

Hong Kong.

We, the undersigned do hereby certify and attest that we have this 22nd day of February, 1978 examined the foregoing copy of Deed of Mutual Covenant with its original and that the same is a true, correct and complete copy thereof.

*[Signature]*  
*[Signature]*  
Solicitors & c., Hong Kong.