

THIS INDENTURE made the 20th day of November One  
thousand nine hundred and eighty two

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 upon such terms and conditions as set out in the  
Second Schedule hereto.

AND WHEREAS a building known at the date hereof as FORTUNA  
COURT (福慧大廈) at No.25 Repulse Bay Road Hong Kong  
(hereinafter called "the said Building") has been constructed  
on the said premises.

AND WHEREAS for the purpose of Assignment the said premises  
and the said Building have notionally been divided into  
302 equal undivided shares allocated to the various units of  
the said Building in manner as set out in the Third Schedule  
hereto.

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 to 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 to the rents and profits of the part of the said Building and the said premises as set out opposite to his name as aforesaid.

2. Subject to Clause 11 hereof the respective grants hereinbefore contained shall in each case be for the residue of the term of years 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, corridors and passages in the said Building 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 water sewage gas and electricity from and to his part of the said Building through the sewers, drains, water courses, 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 the said Building or any part or parts thereof.
- (d) The right for the occupier of his unit to use the common swimming pool on the ground floor of the said Building subject to such rules and regulations as may be imposed from time to time by the Manager of the said Building.
- (e) 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 parts of the said Building and the common areas thereof for the purposes of carrying out any work necessary for the maintenance and repair of the said Building or any part thereof causing as little disturbance as possible and making good any damage caused thereby.

- (f) Full right and privilege for the Manager or its agent 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 inspecting, rebuilding, repairing, renewing, maintaining, cleansing, painting or decorating the said Building or any part or parts thereof or any sewers, drains, water courses, cables, pipes, pumps, tanks, wires or services therein or any other apparatus and equipment used or installed for the benefit of the said premises and the said Building or any part thereof as part of the amenities thereof and not by any individual owner for his own purposes or enjoyment including the right at all reasonable times to enter into any unit on notice being given to make inspection thereof to ensure that the terms conditions and covenants hereunder are being observed and performed. Without limiting the right of the Manager or its agent of the said Building aforesaid, the Manager or its agent of the said Building shall be entitled at any time to have access to the water tank and pump room situate at the Portion of the Main Roof for the above purposes and the owner on the Main

Roof of the said Building shall ensure that such access is given to the Manager or its agents at all times.

- (g) 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, maintenance 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) The First Owner or its agent or any person or corporation as shall be appointed by the First Owner shall be the 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 three years from the date hereof and thereafter until it resigns from such appointment by three months' notice in writing to the owners of the said premises and the said Building or is removed by a meeting of owners under Clause 12 PROVIDED that the Manager shall during the said term of three years or thereafter has the right to appoint another person, firm or corporation as their appointee to carry on the management of the said Building AND PROVIDED FURTHER that the Manager shall have the right to resign from such appointment during the term of its appointment as Manager by three months' notice in writing to the owners for the time being of the said Building and the expression "the Manager" used in this Deed shall mean the First Owner or its appointee or the Manager for the time being for the owners of the said Building appointed as hereinafter provided.

- (b) If the Manager shall resign or be removed from its

appointment as the Manager of the said Building within or after the said term of three years then the owners of the said premises and the said Building shall as soon as possible thereafter at a meeting held under Clause 12 of this Deed by resolution appoint another person in its stead. On the appointment of any Manager as aforesaid, the owners of the said premises and of the said Building shall forthwith enter into a Management Agreement with the new Manager defining the rights duties and obligations of the Manager.

- (c) It shall be the duty of the Manager to manage and provide services in respect of the said Building and in particular the Manager shall arrange for household refuse disposal (but not refuse of a commercial or industrial nature) 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 Manager shall be fully insured against Employers' Liability and the Manager shall be insured and kept insured against Third Party Liability with some reputable insurance company or companies and the Manager shall take out the requisite policies and shall pay all premiums required to keep such policies in force.
- (e) The Manager shall keep accounts of the expenditure incurred and of all payments made to the Manager in respect of managing the said Building and each owner or his authorised agent shall at any time during office hours have the right to inspect such accounts and to

make extracts therefrom. Provided Always that 7 days' prior written notice shall have been given to the Manager.

- (f) The owner of each unit shall pay in respect of each such unit the due proportion hereinafter mentioned of the costs and expenses incurred for or in connection with the management of the said premises and the said Building their equipment apparatus and services as hereinbefore defined including the remuneration of the Manager such due proportion being payable as hereinafter mentioned.
- (g) Each owner shall pay to the Manager in respect of each unit of which he is the owner a monthly service charge of such amount as the Manager may reasonably estimate to be sufficient (with the contributions from all the other units) to cover the cost of the following items :-
  - (i) the remuneration of the Manager (other than the Committee when acting as Manager) shall be at the rate of 15% of the total service charges collected from the owners for the time being of the said Building and shall be payable in advance on the first day of each calendar month such remuneration to be subject to adjustment from time to time upon the Manager giving to the owners for the time being of the said Building not less than three months' previous notice in writing in that behalf.
  - (ii) The Crown Rent payable in respect of the said premises (unless separate assessments are made for each unit).
  - (iii) 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 unit or other area enjoyed exclusively by one owner.

- (iv) Remuneration for caretakers, watchmen, cleaners, attendants and the like.
- (v) The cost of household refuse disposal (but not refuse of a commercial or industrial nature).
- (vi) The cost of repairing, renewing, maintaining, cleansing, painting or decorating the said Building or any part or parts thereof or the common parts of the said Building and all water pumps, tanks, pipes, sewers, drains, watercourses, cables, wires or services therein and all the apparatus equipment and conveniences thereof.
- (vii) The cost of operating and servicing the water pumps.
- (viii) The cost of operating maintaining repairing servicing replacing and renewing all the lifts in the said Building and the anti-burglar system.
- (ix) The charges payable to Government or to any individual or company for the supply of flush water.
- (x) The premiums payable for the insurance of the said Building against Employers' Liability and against Third Party Liability as aforesaid.
- (xi) Such legal or other fees and costs which may be incurred by the Manager in the performance of any duty or in the exercise of any power hereunder.

Provided Always the owner for the time being of the Car Parks on the Ground Floor and the owner of the First Floor of the said Building shall not be required or liable to make any payment in respect of the expenses for the repairing

maintaining and operating of the lifts or for the maintenance or illumination of the common stairs and passage ways on the upper floors all of which said expenses shall be borne and paid for by the owners for the time being of the units of the Second to Twelfth Floors inclusive of the said Building in the same proportion as their contribution to the management fees and Provided Always the owner of a unit with either a flat or main roof shall for the purpose of payment of maintenance charges and expenses be treated as one unit.

- (h) Each owner shall pay to the Manager a sum equivalent to 6 months' service charges, of which 3 months as payment for contribution to the Foundation Fund (which contribution being non-transferable and non-refundable and shall only be used or expended by the Manager for exceptional costs, charges and expenses of or on the initial establishments or in respect of such contingencies as the Manager shall deem fit) and as to the remaining 3 months as deposit by way of security against the liabilities for the costs and expenses of maintaining the said Building. The said deposit shall be returned to the owner as and when he ceases to be the owner of the said premises and has performed and observed all the covenants and conditions on his part to be performed and observed as contained in this Deed but without interest Provided that he will ensure that the Purchaser from him has maintained the same deposit with the Manager.
- (i) The monthly service charge for each unit shall be as set out hereunder and shall be payable to the Manager monthly in advance from the date of issue of the



Occupation Permit for the said Building whether or not the unit is occupied.

Floor	Unit	Amount per each unit
First	whole and four Car Parks	\$2,600.00
Second to Eleventh	A and two Car Parks	\$1,600.00
	B and two Car Parks	\$1,600.00
Twelfth	A (with its Main Roof) and two Car Parks	\$1,600.00
	B (with its Main Roof) and two Car Parks	\$1,600.00

- (j) The monthly service charge shall be subject to adjustment by the Manager from time to time on giving to the owners not less than one month previous notice in writing according to the cost of providing the above services estimated as aforesaid.
- (k) In addition to the monthly service charge, each owner shall pay to the Manager on demand in respect of each unit of which he is the owner a share proportionate to the monthly contributions as set out in Sub-clause (i) above of the cost of all major repairs, replacements, renovations and all other costs and expenses incurred in respect of the management of the said premises the Common parts and the said Building their equipment, apparatus and services (including, without in any way limiting the generality of the foregoing, premia for fire insurance, public liability and employers and workmen's compensation liability) or which may otherwise become payable by the owners collectively under the terms

of this Deed to the extent that the same are not covered by the monthly service charge.

- (1) If the total contributions payable to the Manager by the owners of the said Building as aforesaid shall be insufficient to cover all or any of the said costs charges and expenses then such owners shall make further contributions towards such expenses in the same share and proportion as above provided under Sub-clause (i) hereof.
- (m) If there should be any surplus after payment of all the costs charges and expenses then the surplus shall be held by the Manager and shall only be applied by him in or towards payment of such costs charges and expenses thereafter to become due.
- (n) The 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 Manager by civil action and the defaulting owner shall not be entitled to dispute the right of the Manager aforesaid to sue and recover the unpaid contributions and all costs and expenses incurred by the Manager in recovering such unpaid contributions shall be paid by the defaulting owner.
  - (ii) If any of the owners shall fail to make any such contribution or further contribution as above provided within seven days after written notification from the Manager calling upon him so to do the Manager shall be at liberty to disconnect all water supply to the defaulting owner's premises and to

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

- (iii) To remove any structure or installation in the said Building which is illegal or contravenes 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 parts and common facilities thereof including the lifts and the swimming pool 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 premiums as may be required of the said Building.
- (vii) To appoint a solicitor (in case the Crown or Government of Hong Kong shall be a party to legal proceedings affecting the common parts spaces and services of the said Building or shall desire to commence such proceedings) with authority to undertake to accept service of proceedings on behalf of all the owners for the time being of the premises affected and at the request of the Director of Public Works within seven days of such request the Manager shall 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 1967 (or any provision amending or in substitution for the same) or otherwise.

(o) No owner shall do or cause or permit to be done any of the following :-

- (i) Repaint redecorate or alter the appearance of the exterior of the said Building the corridors staircases landings entrances or any part thereof Provided Always the Manager shall be entitled to repaint or redecorate the external walls of the said Building or any common parts thereof or to improve the external appearance of the Building in such manner as it shall deem fit.
- (ii) Erect or affix any signboard sunshade bracket fitting or thing to the exterior of the said Building or to the common areas within the said Building or any part thereof Provided that the owner for the time being of the private garden on the ground and first floors may erect or put up such structures, fittings and things as he may deem fit provided all requisite consents (if any) from the appropriate government authorities are obtained.
- (iii) Make any structural alterations to or any alterations that may alter the external appearance of the said Building or the common parts thereof except as provided in the preceding Sub-clause.
- (iv) Hang up clothing or laundry affix any frames, iron cage or any other structures whether made of wood, metals, cement, or any other materials to upon or along the exterior walls of or outside the said Building or in the common areas within the said

Building or any part thereof. Provided Always that air-conditioners may be installed in the window frame of any units and Provided that the owner of any space on any flat roof may use such space for hanging up clothing or laundry.

(p) The following shall be binding against the owners for the time being of the said Building :-

(i) The owner or owners for the time being entitled to the exclusive use occupation and enjoyment of the respective portions on Main and Flat Roof of the said Building shall allow the other co-owners and their tenants servants workmen and other persons by them authorised and all others having the like right such access to the said Main or Flat Roof (as the case may be) for the purposes of inspecting maintaining and repairing the lift shaft, machine rooms, pump rooms and water tanks and cables and conduits erected on a portion of the Main or Flat Roof.

(ii) The owner or owners for the time being entitled to the exclusive use occupation and enjoyment of the respective portions on the Main Roof of the said Building shall not lock the door to the Main Roof or partition or enclose or cover or permit or suffer to be partitioned enclosed or covered his portion of the said Main Roof by putting up any temporary or permanent partition walls, erections or structures whether concrete or otherwise.

(q) ✓ The said Building shall be used for private residential purposes only and in accordance with the user permitted under the said Crown Leases and as designated by the Occupation Permit of the said Building and notwithstanding anything herein provided the owners of the said Building shall not use

or cause or permit the said Building or any part thereof to be used as an inn, hotel, boarding house, apartment house (公寓), loading house, dance hall, ball-room, bath house, billiard room, or music hall (音樂廳) or Buddhist Hall or for the performance of the ceremony known as "Ta Chai (打齋)" except with the consent in writing of the Manager who shall have the absolute right to grant or refuse such consent or for any illegal or immoral purpose.

(r) The 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.

(s) 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.

(t) The common parts services and facilities referred to in this Deed shall include the following :-

(i) The staircases landings passages entrance hall lifts and swimming pool and any other space or area which are not included in any part of the said Building exclusively owned by one owner or several co-owners as specified in the First Schedule hereto or expressly reserved by the First Owner or under this Deed.

(ii) The sewers, gutters, drains, water courses, cables, pipes, pumps, tanks, wires, sanitary fittings, fire fighting and refuse disposal equipment and fire-prevention apparatuses and anti-burglar system 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, machine room, switch room, meter room and pump room.

(u) 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 said Building 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 other owners.

5. 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.

6. All existing and future taxes rates assessments 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.

7. 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.

8. Save and except as herein provided and in particular in Clauses 4(o), 4(p) and 9 hereof each owner may place and erect in his own part of the said Building at his own expenses any additions improvements or furniture and may make alterations thereto and shall have the right to remove the same at its own

expenses.

9. Each party 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.
- (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 his part of the said Building for any illegal or immoral purposes nor do or permit anything therein

or thereupon which may create unnecessary noise or may be a nuisance or annoyance to or may cause damage or inconvenience to the other occupiers of the said Building.

10. 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 but subject to the due performance and observance of the terms and conditions contained in this Deed and to the terms and conditions contained in the said Crown Leases.

11. 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.

12.(a) (i) After the issue of the permanent Occupation Permit of the said Building on the said premises the Manager may convene a meeting of the owners to appoint a Management Committee pursuant to Section 3 of the Multi-storey Buildings (Owners Incorporation) Ordinance and its amendments made from time to time (Cap.344) (hereinafter called "the said

Ordinance") and there shall be appointed under that section a Management Committee consisting of not more than seven persons to be elected from owners of the said Building.

- (ii) Following such appointment as aforesaid the Management Committee shall forthwith apply to the Land Office for registration of the owners as a corporation under the said Ordinance to be known as "the Incorporated Owners of Fortuna Court" (hereinafter called "the Corporation") and the said Management Committee and all subsequent Management Committee appointed in the annual general meeting of the Corporation held pursuant to the said Ordinance shall endeavour to maintain the Corporation in being and be (Subject to any professional manager that may be appointed the Manager of the said premises and the said Building) in full and effective control of the Management of the said premises and the said Building thereon.
- (iii) During such time as the Manager is undertaking the Management of the said premises and the said Building, the function of the Management Committee shall be limited to representing the owners in all dealings with the Manager, giving to and receiving from the Manager notices on behalf of all the owners including any notice by the Manager to resign from the Management as hereinafter mentioned reviewing and giving suggestions to (which the Manager is under no legal obligation to accept) the annual budget undertaking such other duties as the Manager may, with their approval, delegate to them and otherwise performing

the duties and functions vested in the Corporation  
in so far as the Manager is unable to perform the same.

- (b) In the event of the Manager ceasing at any time hereafter to be the Manager of the said premises and the said Building the Management Committee shall ipso facto be vested with all the benefits powers and authorities hereby conferred on the Manager.
- (c) The Management (as hereinbefore defined) of the said premises and the said Building shall be undertaken by the Manager for an initial term of three (3) years commencing from the issue of the Occupation Permit for the said Building on the said premises and thereafter until terminated by the Manager giving to the Management Committee on behalf of the owners or by the Management Committee on behalf of the owners giving to the Manager not less than three (3) calendar months' notice in writing to terminate the same.
- (d) From time to time there shall be meetings of the owners to discuss and decide matters concerning the said Building and the said premises and in regard to such meetings the following provisions shall apply :-
- (i) A meeting may be validly convened by those owners of the said Building who in the aggregate have vested in them for the time being not less than 1/10th of the shares in the said premises.
  - (ii) Every such meeting shall be convened by at least seven days' notice in writing specifying the time and place of the meeting.
  - (iii) 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.

- (iv) The owners present at each meeting shall choose some one of their members to be chairman.
- (v) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (vi) Every owner shall have one vote for each share in the said premises vested in him and in the case of owners who together are entitled to one such share such owners shall jointly have one vote for each such share and in case of dispute the first named of such owners shall have the right to vote.
- (vii) In case of any equality of votes the chairman shall have a second or casting vote.
- (viii) Votes may be given either personally or by proxy.
- (ix) The instrument appointing a proxy shall be deposited with the chairman of the meeting at the meeting.
- (x) 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 :-
  - (a) The notice convening the meeting shall specify the intention to propose a resolution concerning such matter.
  - (b) Any resolution purported to be passed at such meeting concerning any other matters shall not



be valid.

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

(xi) 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.

13.(a) Except as otherwise herein expressly provided, the Corporation with the Management Committee acting on its behalf or the Manager pursuant to a delegation by the Management Committee or prior to the incorporation of the Corporation 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 or in connection with the said premises and the said Building thereon and the Management thereof including in particular but without in any way limiting the generality of the foregoing :-

- (1) To demand, collect and receive all amounts payable by owners under the provisions of this Deed.
- (2) To insure and keep insured the public spaces of the said Building, and the lifts installed therein against loss or damage by fire, public liability and liability as employers for the building staff with some reputable insurance company or companies in the name of the Corporation or the Manager prior to incorporation thereof for and on behalf of the owners for the time being of the said premises and the said Building according to their respective

interests and to pay all premia required to keep such insurance policies in force. All monies received from fire or other insurance against loss or damage to the said Building shall be applied to reinstating and making good the loss or damage in respect of which such monies were paid.

- (3) To arrange for household refuse disposal only from each flat and the common parts of the said Building.
- (4) To keep in good order and repair the lighting and ventilation of the common parts of the said Building and all fire fighting equipment fire-prevention apparatuses and anti-burglar system in the said Building.
- (5) To keep the common parts of the said premises and the said Building in a clean and sanitary state and condition.
- (6) To repair and keep in good repair and condition the main structure, roofs and fabric of the said Building their equipment, apparatus, services, facilities and common areas and when necessary to replace any part or parts thereof which require replacement.
- (7) To paint or white-wash or treat with cement wash or other material as appropriate such of the exterior and common parts of the said Building as should be painted, white-washed or so treated at such intervals as the same may reasonably be required to be done and in any event if so required by any Government Department.
- (8) To replace any glass in any windows or doors of

the common parts of the said Building that may be broken.

- (9) To keep in good repair and condition all water pumps, tanks, pipes, sewers, drains, water courses, cables, wiring and the swimming pool (including employing independent contractors for any such purpose) in the said Building which are for the common use of the occupants of the said Building.
- (10) To keep the lifts in the said Building in good repair and condition and to replace any parts that may require replacement.
- (11) To prevent obstruction of any of the common parts of the said Building or of the roadway, pavements and open areas within the said premises.
- (12) To remove any structure or installation, signboard, sunshade, bracket, fitting, obstruction or thing in or on the said Building or the said premises or any part thereof which is illegal or which contravenes the terms herein contained and to demand and recover from the owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager and/or the Management Committee, if formed.
- (13) To appoint a solicitor 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 to the said

premises and the said Building 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 7 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.

- (14) To prevent any person from occupying or using in any manner in contravention of this Deed or any House Rules made hereunder any of the common parts or areas of the said Building or the said premises or the said roadway, pavements, open areas or any parts thereof.
- (15) To prevent and to take action to remedy any breach by any owner or other person resident in or visiting or occupying the said premises and the said Building of any provisions of the said Crown Leases.
- (16) 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.
- (17) To keep proper accounts of all expenditure incurred by and of all payments made to the Manager in

respect of carrying out its duties hereunder and to permit each owner at any time during office hours to inspect such accounts and to take extracts therefrom.

- (18) To represent all 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 said premises and the said Building as a whole, their equipment, apparatus, services and facilities and the building staff and attendants.
- (19) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and subject to the consent of the Management Committee to commence, conduct carry on and defend legal and other proceedings touching or concerning the said premises and the said Building or the Management thereof in the name of the Corporation.
- (20) To enforce the due observance and performance by the owners of the terms and conditions of this Deed and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as hereinafter mentioned.
- (21) To disconnect the electricity and/or water supply and other services to the flat of any owner who defaults in payment of any amounts due from him

under the provisions of this Deed or otherwise fails to observe or perform any of the terms and conditions herein contained whether or not such owner occupies such flat and to forbid such defaulting owner, his tenants and licensees the use of the lifts and other services and amenities of the said premises and the said Building until such default is rectified.

- (22) To post the name of any owner in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach on the notice boards or other common areas of the said premises and the said Building.
- (23) Such other powers as are hereby or by the said Ordinance expressly or impliedly conferred on the Management Committee or the Corporation.
- (24) To do all such other things as are reasonably incidental to the Management of the said premises and the said Building.

Provided Always nothing herein shall give rise to any claim by the owners for the time being of the said Building against the Manager for the non-performance of any of the matters herein or for the default of the Manager in the performance of its duty due to whatsoever reason (including wilful default).

- (b) All acts and decisions of the Corporation arrived at in accordance with the provisions of this Deed or of the said Ordinance in respect of any of the matters aforesaid shall be binding in all respects on all the owners for



the time being of undivided shares in the said premises and the said Building.

14. If any of the owners shall fail to contribute his due proportion of any expenses to be incurred in accordance with a resolution validly passed under Clause 13 hereof within two weeks from the date of a notice from the Manager prior to the formation of the Corporation or the other owners or any of them requiring the same to be paid then the Manager or the owners serving such notice may proceed to carry out the work so resolved to be done and the defaulting owner shall on demand repay to the Manager or the other owners his due proportion of the costs and expenses thereof and until such repayment the said due proportion of the costs and expenses or such part thereof as shall remain unpaid shall be a charge upon the share and interest of the defaulting owner of and in the said premises and the said Building.

15. All notices required to be served hereunder shall be sufficiently served if a copy is posted upon the part of the said premises allotted to the owner to be served notwithstanding that such owner shall not personally occupy such part or if a copy is sent by registered post to the last known address in the Colony of Hong Kong of the owner to be served.

16. (a) In these 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. (b) The word "owner" shall include each person in whom for the time being the legal estate in any undivided shares 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 but in respect of the Mortgagee only (i) if such Mortgagee is in possession or (ii) if notice has been given to such Mortgagee of any breach (provided however that the Mortgagee's liability in respect of any such breach shall accrue only from the date of the Mortgagee's receipt of such notice) 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.

THE FIRST SCHEDULE ABOVE REFERRED TO

FIRST COLUMN	SECOND COLUMN
Names, addresses and descriptions of owners of the said premises.	The part or unit of the said Building to be exclusively used, occupied and enjoyed by the owner whose name appears in the First Column directly opposite to the reference to such part or unit in this Column.
<p>NAN FUNG DEVELOPMENT LIMITED whose registered office is situate at 924 Central Building Pedder Street, Hong Kong "the First Owner" of the one part</p> <p align="center">and</p> <p>NEW KWONG ON LIMITED (新廣安有限公司) whose registered office is situate at the 11th Floor of Kam Fung Commercial Building, Nos.2 and 4 Tin Lok Lane, Wanchai, Hong Kong "the Second Owner" of the other part</p>	<p>CAR PARK NOS.1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 21, 23, 24, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 on GROUND FLOOR,</p> <p>FIRST FLOOR (including its private entrance hall and garden),</p> <p>UNITS A and B on SECOND FLOOR, UNITS A and B on THIRD FLOOR, UNITS A and B on FOURTH FLOOR, UNITS A and B on FIFTH FLOOR, UNITS A and B on SIXTH FLOOR, UNITS A and B on SEVENTH FLOOR, UNIT B on EIGHTH FLOOR, UNITS A and B on NINTH FLOOR, UNITS A and B on TENTH FLOOR, UNITS A and B on ELEVENTH FLOOR, UNITS A and B on TWELFTH FLOOR,</p> <p>MAIN ROOFS A and B of Fortuna Court.</p> <p>UNIT A on EIGHT FLOOR and CAR PARK NOS.25 and 26 on the GROUND FLOOR of FORTUNA COURT.</p>

THE SECOND SCHEDULE ABOVE REFERRED TO

The First Owner and the Second Owner are the registered owners of ALL THAT piece or parcel of ground situate lying and being at Hong Kong and registered in the Land Office as SUBSECTION 2 OF SECTION A OF RURAL BUILDING LOT NO.403 AND THE EXTENSION THERETO as Tenants in Common in the following shares that is to say as to 290 equal undivided 302nd parts or shares thereof in the First Owner and as to the remaining 12 equal undivided 302nd parts or shares thereof in the Second Owner and HELD from the Crown under a Crown Lease of the whole lot of the said Rural Building Lot No.403 dated the 24th day of December 1954 made between Her Majesty Queen Elizabeth II of the one part and Eu Tong Sen Limited of the other part for the term of 75 years from the 22nd day of November 1937 with a right of renewal for one further term of 75 years as extended as regards the said Subsection 2 of Section A of Rural Building Lot No.403 by certain Conditions of Extension known as Conditions of Extension No.8594 and registered in the Land Office by Memorial No.440724 and a Extension Letter known as Conditions of Extension No.11107 and registered in the Land Office by Memorial No.1414078 and as varied by two Deeds of Variation respectively dated the 11th day of May 1974 and the 29th day of July 1978 and registered in the Land Office by Memorial Nos.1074520 and 1559737 Subject to the payment of the rent and the observance and performance of the covenant and conditions therein reserved and contained.

THE THIRD SCHEDULE ABOVE REFERRED TO

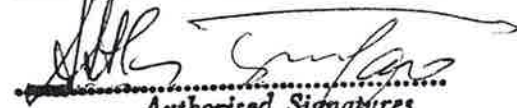
FLOOR	UNIT	SHARE PER UNIT	TOTAL
Ground	Car Park Nos.1 to 38 and Nos.43 to 48	1	44
	Car Park Nos.39 to 42 together with the surrounding yard	4	4
First	whole including its private entrance hall and garden	32	32
Second to Eleventh	A	10	200
	B	10	
Twelfth	A (with its Main Roof)	11	22
	B (with its Main Roof)	11	

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===

IN WITNESS whereof the First Owner and the Second Owner have hereunto caused their respective Common Seals to be affixed the day and year first above written.

SEALED with the Common Seal of the )  
First Owner and SIGNED by Robert )  
S. H. Kuk and YAO Tin Kee ✓ )  
its directors whose signatures )  
are verified by :- )

For and on behalf of  
NAN YUNG DEVELOPMENT LTD.

  
Authorized Signatures

  
Solicitor, Hong Kong Philip K.H. Wong

SEALED with the Common Seal of the )  
Second Owner and SIGNED by Mr. )  
Choi Kwai Kuen ✓ )  
its directors whose signatures )  
are verified by :- )

NEW KWONG ON LTD.

  
Authorized Signature



Solicitor, Hong Kong.



Dated the 20<sup>th</sup> day of November 1982.

NAN FUNG DEVELOPMENT LIMITED

and

NEW KWONG ON LIMITED

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(2) DEED OF MUTUAL COVENANT  
of

Subsection 2 of Section A of Rural  
Building Lot No.403 and The Extension  
Thereeto (Fortuna Court, Hong Kong).

~~~~~

REGISTERED at the Land Office by

Memorial No.


2347360

on 11 DEC 1982

I hereby certify that this is  
a true and complete copy of  
the original.

Dated the 21 SEP 1995

  
IAN C. Y. LAU  
Solicitor, Hong Kong.

  
p. Land Officer.

I hereby certify that the above page  
is a true and complete copy of the  
corresponding page of the original  
(or a properly certified copy of the  
original)

  
IAN C. Y. LAU  
Solicitor,  
Hong Kong.

PHILIP K. H. WONG & CO.,  
SOLICITORS & NOTARIES,  
HONG KONG.