

Salient Points of Deed of Mutual Covenant and Management Agreement

大廈公共契約及管理合約之重要條款

1. A Deed of Mutual Covenant and Management Agreement (“the DMC”) will be entered into in respect of Kwun Tong Inland Lot No.238 (“the Lot”) and the development to be constructed thereon comprising Workshops on 5th Floor to 11th Floor, 15th Floor to 23rd Floor, 25th Floor to 33rd Floor, 35th Floor, Car Parks on Ground Floor, 1st Floor and 2nd Floor, the Common Areas and the Common Facilities (“the Building”).
2. “Common Areas” shall include Building Common Areas, Workshop Common Areas and Car Park Common Areas.
3. “Building Commons Areas” mean those parts of the Lot and the Building designed or intended for common use and benefit of the Owners of the Lot and the Building and shall include, but not limited to, the External Walls of the Building, entrance lobby, lift lobbies, guard room, lavatories on 6/F, turntable on G/F and refuse storage and material recovery chamber.
4. “Workshop Common Areas” mean those parts of the Lot and the Building designed or intended for the common use and benefit of the Owners of the Workshop Development and shall include, but not limited to, electricity meter room, pipe ducts and loading and unloading spaces.
5. “Car Park Common Areas” mean any areas of the Car Park designed or intended for the common use and benefit of the Owners of the Car Parking Spaces and to be identified in any Sub-Deed of Mutual Covenant in respect of the Car Park.
6. The Lot and the Building shall be notionally divided into 100,000 equal Undivided Shares and allocated to the Units and the Common Areas and Common Facilities. Undivided Shares and Management Shares are allocated to the Units by reference to the gross floor area of a Unit in proportion to the gross floor area of the Building and in the manner as set out in the First Schedule and the Second Schedule to the DMC.
7. Jones Lang LaSalle Management Services Limited is appointed as the Manager of the Lot and the Building for an initial term of 2 years from the date of the DMC. The Manager’s Remuneration shall be equivalent to 10% of the Management Expenses (excluding (i) the Manager’s Remuneration itself and (ii) any capital or non-recurring expenditure or expenditure drawn out of the Special Funds unless approved by a resolution of Owners at an Owners’ meeting convened under the DMC).
8. Each Owner shall contribute towards the Management Expenses in proportion to the Management Shares allocated to his Unit and pay to the Manager monthly in advance the Management Fee. Where in the Manager’s opinion any expenditure has been incurred solely for the benefit of an Owner or group of Owners the Manager may charge that expenditure directly to that Owner or those Owners in such proportion as it may determine.
9. Payment by each Owner (being the assignee from the First Owner) to the Manager upon his becoming an Owner:

- (a) Management Fee deposit - equivalent to 3 months’ Management Fee (non-refundable but transferable);
 - (b) Management Fee in advance - equivalent to 1 month’s Management Fee;
 - (c) Debris removal charge - equivalent to 1 month’s Management Fee (non-refundable and non-transferable);
 - (d) Special Funds - equivalent to 2 months’ Management Fee (non-refundable and non-transferable); and
 - (e) Due proportion of the public utilities deposits.
10. The Owners shall at all times be bound by and shall observe and perform, inter alia, the following covenants and restrictions:
- (a) No Owner shall make any structural alteration or addition to any part of the Unit or the Building which may damage or affect or interfere with the rights of the other Owners.
 - (b) No Owner shall, without the prior written consent of the Manager, cut, injure, damage, alter or interfere with any part or parts of the Common Areas or any of the Common Facilities.
 - (c) No Owner (including the First Owner) shall have the right to convert any of the Common Areas to his own use or for his own benefit unless the approval of the Owners’ Committee has been obtained.
 - (d) No Owner shall do anything which will amount to a breach of the Government Grant, the Occupation Permit, the DMC or the House Rules (if any).
 - (e) No Owner shall use his Unit for any illegal or immoral purpose nor cause nuisance or annoyance or damage to the other Owners or occupiers.
 - (f) No Owner shall be entitled to connect any installation to any aerial (if any) installed by the Manager except with the permission of the Manager and in accordance with the House Rules. Save as otherwise provided in the DMC, no Owner shall affix or install any aerial on the exterior of his Unit without the prior written consent of the Manager.
 - (g) Save as otherwise provided in the DMC, no Owner shall affix or install any illegal structures, chimneys, neon signs, or signs of any kind (except a small name plate, the design of it shall be subject to the prior written approval of the Manager, affixed outside the entrance door of a Unit displaying the name of the Owner or occupants of the Unit on the roof, flat roof, Common Areas of the Building or External Walls without the consent in writing of the Manager and no Owner shall affix any advertisement or signs of any kind whether inside or outside his Unit which is/are visible from the outside of his Unit.

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(h) Save as otherwise provided in the DMC, no Owner shall paint, change or alter the roof, flat roof, parapet wall, window or the exterior or outside of any part of the Building or the exterior or outside of any part of any Unit or erect any forecourt entrance gate or fences or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Building and/or any Unit including the carrying out of any internal decoration or alteration works which affect the facade or external appearance of any Unit without the prior consent in writing of the Manager.

(i) Unless all the necessary consents, approvals and waivers from the relevant Government departments and authorities have been obtained, all Workshops in the Building must be used for industrial purposes only. No Unit shall under any circumstances be used or permitted or suffered to be used for the purpose of a dancing hall, boarding house, guest house, hotel, apartment house (or any form of commercial letting or occupancy in bed spaces or cubicles), bath house, funeral parlour, coffin shop, temple, Buddhist or any other religious hall, or for the performance of the ceremony known as "Tai Chai (打齋)" or any other religious ceremonies or for any obnoxious purposes.

(j) No Owner shall store or permit to be stored in his Unit or any part or parts of the Building or the Lot any hazardous dangerous combustible or unlawful goods or explosive substance, or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance, save for such goods or substance which are lawful or permitted (by licence or otherwise) under the Dangerous Goods Ordinance or by the regulations of the Fire Services Department or other competent authority concerned.

(k) No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Building.

(l) The Car Parks shall not be used for the storage, display or exhibiting of private cars and/or goods vehicles and/or motor cycles for sale or otherwise.

(m) Except as provided in the DMC, no external signs, brackets, signboards, notices, advertisements, flags, banners, poles, cages, brackets, flower shelves or other projections or structures whatsoever which may extend outside the exterior of the Building shall be erected, installed or otherwise affixed or projected from the Building or any part thereof.

(n) Subject to the rights of the First Owner, no Owner of Workshop except the First Owner (excluding its successors and assigns) shall partition, divide, further partition or divide, sub-partition or sub-divide his Workshop except in conformity with the conditions contained in Paragraph (63) of the Fourth Schedule to the DMC.

(o) The installation of and repair to the air-conditioning system and fire services system in any Unit shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners thereof and in such manner as the Manager shall in its absolute discretion think fit.

(p) No Owner shall make any alteration to or modification of the curtain wall system of the Building. The Manager shall have the right to enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) all or any parts of the Building including any Unit for the purpose of inspecting the curtain wall system of the Building and to modify, maintain, replace or repair any part or parts thereof as the Manager shall think fit provided that the Manager shall ensure that such inspection, modification, maintenance, replacement or repair shall cause the least disturbance and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid right.

Allocation of Undivided Shares and Management Shares 不可分割份數及管理份數之分配

	Undivided Shares 不可分割份數	Management Shares 管理份數
Workshops 單位	95645	95645
Parking Spaces 停車位	332	332
Common Parts 公用部分	4023	-
Total 總數 :	100000	95977
	Car Park Number 車位編號	Undivided Shares / Management Shares 不可分割份數 / 管理份數
Parking Spaces 停車位		
G/F Light Goods Vehicle Parking Spaces 輕型貨車停車位	L1 & L7	25 (per space每個)
G/F Heavy Goods Vehicle Parking Space 重型貨車停車位	L4	39 (per space每個)
1/F Car Parking Spaces 私家車停車位	P1 to P4, P6 to P9	13 (per space每個)
1/F Car Parking Space for the Disabled 傷殘人士專用停車位	P5	18 (per space每個)
2/F Car Parking Spaces 私家車停車位	P1 to P4, P6 to P10	13 (per space每個)
2/F Motorcycle Parking Spaces 電單車停車位	M1, M2	2 (per space每個)

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Floors 樓層 / Workshop 單位	Undivided Shares / Management Shares 不可分割份數 / 管理份數
5/F	3944
601, 6/F	963
602, 6/F	883
603, 6/F	708
604, 6/F	725
7/F - 11/F, 15/F-21/F (per floor 每層)	3857
22/F - 23/F, 25/F - 26/F (per floor 每層)	3900
27/F	3461
28/F - 30/F (per floor 每層)	3419
31/F & 32/F (Duplex)	6530
33/F & 35/F (Duplex)	6290

The Owner of any Unit with flat roof and/or roof adjoining thereto or held therewith shall on receipt of prior reasonable notice (except in case of emergency) allow the Manager, its servants, agents, contractors and persons duly authorized with or without appliances to pass through the Unit and to enter into any flat roof or roof forming part or parts of the Unit and to remain there for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and the Common Facilities, use of gondola or clearing of drainage in or upon such flat roof or roof or to which access is gained via such flat roof or roof and, on a temporary basis, to erect, place or store on any such flat roof or roof any scaffolding or other plant, equipment or materials necessary for the purpose of any aforesaid works for so long as such works are being carried on.

(r) The Owners shall maintain free and uninterrupted access of the Manager to the electric meter rooms and pipe ducts on the individual floors all the time Provided that the Manager shall give reasonable notice (whether verbal or written as the Manager shall think fit) (except in an emergency) to the relevant Owner or occupant before entering into any Unit.

Note: The above information is for reference only. Please refer to the form of the DMC for full details. A copy of the full script of the DMC is available for inspection by purchasers free of charge. Copy will be provided upon payment of photocopying charges.